

**ORGANIZATION MEETING**  
**January 5, 2009**

The Organization Meeting of the Town of Busti was held on the 5th day of January, 2009 at 6:45 p.m., at the Town Administration Building, 121 Chautauqua Avenue, Lakewood, New York.

Those present at the meeting were Lakewood-Busti Police Chief John Bentley, Busti-Lakewood Recreation Director, Diana Peterson, Assessor Randall G. Holcomb, Jessie Robbins and Rick Thor.

Councilman Hazzard offered the following motion which was duly seconded by Councilman Sanders

RESOLVED, that Councilman Hajdu gave the oath of office to Highway Superintendent Melvin J. Peterson.

All aye.

**MISSION STATEMENT:**

THE MISSION OF THE TOWN OF BUSTI IS TO PROVIDE RESIDENTS, NON-RESIDENT PROPERTY OWNERS, BUSINESSES, INDUSTRY, THOSE WHO ARE GUESTS IN OUR COMMUNITY AND ALL OTHERS WE SERVE WITH THE MOST RELIABLE, EFFICIENT, PROGRESSIVE AND COURTEOUS SERVICES THAT WE ARE RESPONSIBLE FOR PROVIDING WHILE DOING SO AT THE LOWEST POSSIBLE TAX RATES ACHIEVABLE.

**VISION STATEMENT:**

Our success as a community depends on the ability of elected officials and employees to provide leadership in meeting our responsibilities to all of our taxpayers, citizens and others we serve.

```We hold steadfast to the notion that people are the keys to a quality organization.

```We will require that our town government, its departments and employees, be operated in accordance with the Constitution and laws of the State of New York and the United States of America, as well as the laws of our county and town.

```We will insist on open and honest participation and communication within our organization and throughout the community and will hold as confidential only those matters required to be so by law.

```We will strive to have a town that is healthy, safe, economically progressive and environmentally conscious.

```We will commit our time, energy and resources to our community's economic well-being and growth.

1. ```We will encourage a process of continuous improvement by all employed and elected officials to better carry out their duties and responsibilities.
2. ```We will emphasize that service to all of our constituents and others whom we serve will be provided in a courteous and efficient manner.

```We will update our assessment rolls as required by law to provide the fairest basis for

taxation.

```We will strive to have the lowest tax rate achievable while still meeting our legal responsibilities to those we serve.

```We will plan and work to insure that we leave a better community for those who follow us.

```We will work together, never sacrificing our differences, but always putting our community's well-being ahead of our personal well-being.

```We will continue to encourage a co-operative relationship and shared services with the Villages of Lakewood, Falconer and Celoron, the Towns of Ellicott, Chautauqua, Kiantone, Harmony and North Harmony, the City of Jamestown, the County of Chautauqua, State of New York and other governmental entities.

```We will support our volunteer firefighters and emergency personnel in their efforts to protect the members of our community.

```We will urge sharing of services wherever it is practicable.

Councilman Hazzard offered the following motions on appointments and agreements be duly approved which was duly seconded by Councilman Sanders:

RESOLVED, that elected officials shall be paid the following:

|                                           |              |
|-------------------------------------------|--------------|
| Supervisor Kathleen A. Sullivan           | \$ 12,000.00 |
| Town Justice Merle D. Elkin               | 11,000.00    |
| Town Justice Walter H. Dahlgren           | 11,000.00    |
| Councilman Paul R. Hazzard                | 5,500.00     |
| Councilwoman Marsha L. Hern               | 5,500.00     |
| Councilman Richard A. Sanders             | 5,500.00     |
| Councilman Lyle T. Hajdu                  | 5,500.00     |
| Highway Superintendent Melvin J. Peterson | 61,225.00    |
| Town Clerk Diane M. VanDewark             | 51,817.00    |

and be it further

RESOLVED, that highway employees unless otherwise determined by the Town Board and Highway Superintendent shall be paid at the following rates:

|                                             |                  |
|---------------------------------------------|------------------|
| Up to Three years of service as of 1/1/05   | \$14.86 per hour |
| Three or more years of service as of 1/1/05 | \$17.10 per hour |
| Four or more years of service as of 1/1/05  | \$19.46 per hour |
| Five or more years of service as of 1/1/05  | \$21.83 per hour |
| Laborer rate                                | \$11.23 per hour |

and be it further

RESOLVED, that the Highway Superintendent be appointed as the Director of Operations of Busti Sewer District No. 1 & No. 3 and as Director of Operations for all water Districts at no salary.

RESOLVED, that Randy Sargent in his capacity as parks, maintenance and cemetery employee be paid \$21.83 per hour, and be it further

RESOLVED, that Randy L. Milks be appointed Deputy Highway Superintendent at the rate of \$23.50 per hour, and be it further.

RESOLVED, that Elizabeth Davis be appointed as Court Clerk for the Town Court at annual salary of \$39,655 and

RESOLVED, that Nancy Jordan be appointed part-time Court Clerk at \$10.61 per hour, and

RESOLVED, that Linda Fye be appointed as part-time personal secretary to the Supervisor at an hourly rate of \$14.59 per hour, and be it further,

WHEREAS, the Town Clerk has recommended the appointment of Tammy DeVlieger as Deputy Town Clerk, therefore, be it

RESOLVED, that the Town Clerk be authorized to hire Tammy DeVlieger as Deputy Town Clerk at an annual salary of \$27,810 and be it further

RESOLVED, that Andrew Lawrence be appointed as Court officer at an hourly rate of \$16.97, and it be further,

RESOLVED, that Diane M. VanDewark be appointed as Deputy Zoning Officer at no salary, and be it further

RESOLVED, that Diane M. VanDewark be appointed Registrar for the period of January 1, 2009 thru December 31, 2009 at no salary, and be it further

RESOLVED, that Tammy DeVlieger be appointed Deputy Registrar for the town at no salary.

RESOLVED, that Cathy Andrews be paid as assessor's clerk in the assessor's office at an annual salary of \$33,475 and be it further

RESOLVED, that the rate of pay shall be \$83,560 for the Assessor Randall G. Holcomb of which \$39,147 will be paid by the City of Jamestown and the difference, \$44,413 shall be paid by the Town of Busti, and be it further

RESOLVED, that Laurie Sorg be paid up to 1,040 hours at \$20.09 per hour in the assessor's office.

RESOLVED, that John Siggins be appointed as Historian for the town at an annual salary of \$500.00, and be it further

RESOLVED, that Monday, February 2, 2009 at 7:00 P. M. be set for the annual audit of town accounts by the Town Board, and be it further

RESOLVED, that members of Busti Planning Board and Board of Appeals shall be compensated \$50.00 for each board meeting that they attend, and that the Board of Review be compensated \$100.00 per day for each day that they attend in accordance with the local law authorizing such payment, and be it further

RESOLVED, that Beckman & Seachrist, LLP. be appointed attorneys for the Town at an hourly rate of \$100.00 per hour, and be it further

RESOLVED, that the Diana Peterson be appointed as Recreation Director at \$10.96 per hour, and be it further

RESOLVED, that Melanie Eddy be appointed Code Enforcement Officer for the town at an annual salary of \$17,531 and that Charles Stafford be appointed Deputy Building Inspector and Zoning Officer at the rate of \$14.61 per hour plus mileage; and be it further

RESOLVED, that Randall Erickson be appointed as Dog Control Officer for the town at an annual salary of \$3,481 and be it further

RESOLVED, that Supervisor Sullivan appoint Lyle T. Hajdu Deputy Supervisor who shall serve at no salary annually; and be it further

RESOLVED, that the following vacation, holiday and sick leave schedule for all town employees, whether full-time or part-time, be and the same is hereby adopted.

#### **VACATION, HOLIDAY & SICK LEAVE**

A. Town employees who have been employed by the Town of Busti for a period of at least ONE year shall be accorded TWO working weeks paid vacation during the calendar year 2009.

B. Town employees who have been employed by the Town of Busti for a period of at least SIX years shall be accorded THREE working weeks paid vacation during the calendar year 2009.

C. Town employees who have been employed by the Town of Busti for ELEVEN years shall be accorded FOUR working weeks paid vacation during the calendar year 2009.

D. Years of service shall be determined from year of hire.

E. All vacation leaves must be approved at least three weeks in advance by the appropriate department head. Department heads shall notify their Supervisor as to the dates they take vacation. Any vacation time not utilized during calendar year 2009 accruing by virtue of this resolution, shall be forfeited on December 31, 2009.

F. When an employee is entitled to more than two weeks vacation, the employee may take vacation for a period of no more than two weeks at a time. A period of two months of work without vacation must intervene before an employee may take any further vacation unless otherwise approved by the Town Board. Employees shall be entitled to vacation leave on a calendar year basis and not from the anniversary date of hire. Employees leaving town service shall be paid pro-rata from January 1st to the date of termination of service of the calendar year in which they leave service.

G. Part-time employees shall receive vacation pay and holiday pay based on the average number of hours per week during preceding year as follows: (Total number of hours worked in preceding year divided by 52 weeks) times hourly pay rate = weekly vacation pay. Vacation pay for part-time workers shall be paid only in conformance with subparagraph A through E of this paragraph. For purposes of vacation pay employees who work an average of 26 hours per week or more shall be considered full-time employees.

H. Employees may elect to forego vacation time in event of which they will receive vacation pay equivalent to earning of period foregone.

I. Employees shall be entitled to two ten minute breaks during each work day of seven and one half hours or more.

### **HOLIDAYS**

A. The following paid holidays will be accorded:

- (a) New Years Day, January 1
- (b) Martin Luther King, January 19
- (d) Good Friday, April 10
- (e) Memorial Day, May 25
- (f) Independence Day, July 3
- (g) Labor Day, September 7
- (h) Columbus Day, October 12
- (i) Veteran's Day, November 11
- (j) Thanksgiving Day, November 26
- (k) Day after Thanksgiving, November 27
- (l) Christmas Day, December 25

B. Any employee may be required by his Department Head to work on any holiday (as defined in subparagraph "A" above). if it is necessary for the efficient operation of the Town government. If any employee is required to work on a holiday, he may receive pay for the time worked plus regular holiday pay or he may be granted extra vacation time equivalent to time worked.

C. All employees of the Town, who are required to work on holidays as defined by this resolution, and to include Easter Sunday, shall be paid overtime pay in addition to

holiday pay for each hour worked on any given holiday. For purpose of this resolution, Saturdays and Sundays shall not be considered holidays. Each employee whose hours total more than forty (40) hours during any one week (to include days for which the employee has elected to use sick or vacation time) shall be paid overtime pay for any hour or fraction thereof in excess of forty (40) hours.

### **JURY DUTY**

Any employee, including part-time employees, who shall be called for jury duty shall not suffer loss of pay as a result of such call of duty, but shall be paid by the Town for the difference between the pay for such duty and the pay he would have received had he worked at his town job that day.

### **LONGEVITY PAY**

Any non-elected employee who prior to January 1 of this year has served ten years or more in the full-time service of the town and part time employees who have previously been employed full time for a period of more than ten years, shall be entitled to be paid between December 1st and December 20th, longevity pay of \$200.00 plus \$20.00 per year for each year worked in excess of ten years (prior to January 1st).

### **SICK LEAVE AND OTHER LEAVE**

1. All full-time regular town employees shall be entitled to one day a month sick leave accumulative to one hundred sixty-five days for the following purposes: The Town of Busti will be charged a minimal (.01% of the current retirement expense the Town pays for its employees), it will directly affect employees at the time of retirement by adding those 165 days (33 weeks or 8.25 additional months) to the employees retirement package offered by the NYS Retirement System.

(a) Absence by reason of illness, injury, any physical or mental incapacity or by reason of quarantine resulting from an order of medical authority.

(b) Death in the employee's immediate family or in the immediate family of the employee's spouse.

(c) Absence with pay may be charged to sick leave with the prior approval of the Department Head for the following personal reasons:

1. Employee's personal attendance at business appointments during working hours.

2. Employee's attendance at funeral other than those in Section (b).

3. Employee's personal attendance at religious observance.

4. Employee's personal appointments for medical services.

(d) Incentive: Any full-time employee who has accumulated ten sick days during the period between January 1st and December 20th and agrees to accumulate the same and not use the same between December 20th and December 31st, will be paid \$750.00 on

December 20th, should that person have used two sick days or less during the prior twelve (12) month period.

(e) After seven days the Town will pay the difference between the period of disability, up to the limit of accumulative sick leave. If the employee is not entitled to any disability insurance benefits, he shall not be entitled to any leave pay hereunder except for the first period of sickness prior to eligibility for disability insurance benefits.

(f) Holiday and vacation pay will not be earned or accrued during the period of disability, nor will the employee accrue or earn sick pay benefits or credits during the disability period. Health insurance will continue to be paid during the time an employee is disabled for a period of no more than one year provided the employee has been employed full time for a period of five years, provided however, that in the event the employee is disabled by reason of injury compensable under the Workers compensation Act, this provision shall be of no force or effect.

### **ACCUMULATED SICK LEAVE UPON RETIREMENT**

Employees shall forfeit any accumulated sick leave at the time they retire or leave service of the town and shall not be compensated for the same.

### **HEALTH/HOSPITALIZATION INSURANCE**

A. All full time employees Health and Hospitalization Insurance premiums for all full-time employees and their families, (those who work an average of 25 hours a week or more over the course of a calendar year and the Town Clerk and Town Highway Superintendent) as offered by the Town of Busti. The town offers a family plan, single plan and Medicare Pass port Plan PPO.

B. Part-time elected officials shall be entitled to participate in the Town's health insurance program, provided, however, that the person so electing to participate pays all charges for such insurance coverage.

C. All retired town employees and elected officials who participated in the Town's health insurance program shall be entitled to continue health insurance coverage in the Town's health insurance program, provided, however, that the person so electing to participate pays all charges for such insurance coverage.

D. Full time employees who are eligible for health insurance who do not elect to have health insurance coverage shall be reimbursed the sum of \$1,500.00 on or between December 14th and December 31st. Such amount shall be paid retroactive to January 1st of 2009 and prorated based upon the number of months for which the employees has elected not to have coverage.

E. Full time employees covered under the Independent Health iDirect 1 Series will receive health insurance at ten percent (10%) cost to the employees with the town picking up the deductible (with the balance at end of year property of the town).

### **CAFETERIA PLAN (BENEFITS PLUS)**

A. The Town Board of the Town of Busti finds it to be in the best interest of its employees to adopt a cafeteria plan pursuant to Section 125 of the Internal Revenue Code.

B. The cafeteria plan will apply to part-time employees who have served the Town of Busti continuously for a period of six months, full-time employees; and elected employees.

C. The plan shall commence on January 1, 2009 through December 31, 2009

D. The annual maximum for full-time and elected employees shall be \$5,000.00; the annual maximum cafeteria amount for part-time employees shall be \$2,000.00.

E. Benefits Plus of New York, LLC, is hereby designated as administer, payments shall be made quarterly, and it be further

F. The Supervisor of the Town of Busti shall have the authority to execute an adoption agreement and other documents and agreements as may be necessary to implement the plan and further, the Town Board designates as supervisor of the Town of Busti, to appoint Benefits Plus of New York, LLC, as plan administrator for the plan, and to change the administrator from time to time with the advise and consent of the Town Board and it is further

G. The Town Clerk is hereby directed to enter a copy of the adoption agreement, the cafeteria plan, and this resolution in the minutes of the Town Board of the Town of Busti.

### **DEFERRED COMPENSATION**

RESOLVED, that Supervisor Sullivan shall act as trustee of the deferred compensation plan.

FURTHER RESOLVED, that the town will match contributions of each employee up to 2% of the employee's compensation for any employee participating in the town's deferred compensation plan. Elected officials are ineligible for the 2% deferred compensation plan.

### **DRUG AND ALCOHOL TESTING FOR PERSONS OPERATING MOTOR VEHICLES**

Any highway employee being employed by the town shall comply with the Lakeshore Drug Testing Agreement according to federal, state and local regulations of the Employee Testing Act of 1991 and the Drug Free Work Place act of 1988.

### **TOWN POLICY REGARDING EMPLOYEES WHO OPERATE MOTOR VEHICLES**

The following policy regarding persons charged with motor vehicle offenses be and hereby is adopted by the Town Board: The New York State Legislature and the Department of Motor Vehicles have enacted laws, rules and regulations to prevent

persons convicted of alcohol drug related offenses, (e.g. driving while intoxicated and driving while impaired), persons convicted of excessive speed violations, and persons who have been convicted of frequent violations of the Vehicle and Traffic Law, from operating motor vehicles upon highways of the State of New York. Similarly, the insurance carrier providing general liability insurance to the Town of Busti has indicated as a condition of such insurance that persons convicted of alcohol or drug related offenses, excessive speed violations, or who are frequent violators of the Vehicle and Traffic Law, must not be allowed to operate the town's vehicles while in the employment of the town. The aforesaid rules, laws and regulations adopted by the New York State Legislature and the Department of Motor Vehicles, and the position of the town's employees as well as the general public. Should any town employee, while on duty, who is required to operate a vehicle as a requirement of her or his employment (i.e. motor equipment operator, assessor, recreation clerk, etc.) have his or her license to operate a motor vehicle suspended, revoked or terminated by the New York State Department of Motor Vehicles, or should any town employee who is required to operate a motor vehicle as a requirement of her or his employment be found ineligible to operate a vehicle by the town's general liability insurance carrier by reason of that employee's conviction of violating the Vehicle and Traffic Law's provisions prohibiting operating a motor vehicle while his or her ability to do so was affected by the consumption of alcohol or illegal drugs to the extent of making such operation illegal, operating at an excessive speed, or by reason of the frequency of violations of the Vehicle and Traffic Law, then such employee shall be deemed incompetent, and/or guilty of misconduct to hold such employment and shall be removed therefrom in accordance with the provisions of the Civil Service Law.

### **DEFENSE AND INDEMNIFICATION OF OFFICERS AND EMPLOYEES IN THE TOWN OF BUSTI**

RESOLVED, that pursuant to the provisions of the Public Officers Law, Section 18, the Town of Busti shall:

(A) The Town of Busti shall provide for the defense of any employee of the Town of Busti, the term employee being defined pursuant to the provisions of Section 18, Subdivision 1 (b), of the Public Officers Law of the State of New York, in any civil action or proceeding, State or Federal, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope of his or her public employment or duties, exclusive of any proceeding brought in behest of the Town of Busti against such employee, and provided that the employee comply with the provisions of the Public Officers Law, Section 18, Subdivision 5; and it is further

(B) The employee shall be entitled to be represented by private counsel of his or her choice, in any civil action or proceeding whenever the chief legal officer of the Town of Busti or other counsel designated by the Town of Busti determines that a conflict of interest exists, or whenever a court, upon appropriate motion or otherwise, by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by counsel of his or her choice, provided, however, that the chief legal officer or other counsel designated by the Town of Busti may require, as a condition to

the payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel and that reasonable attorney fees and litigation expenses shall be paid by the Town of Busti to such private counsel from time to time during the pendency of the civil action or proceeding with the approval of the Town Board of the Town of Busti; and it is further

(C) The Town of Busti shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in a State or Federal Court, or in the amount of any settlement of a claim, provided that the act or omission from which the judgment or claim occurred arose while the employee was acting within the scope of his or her public employment of duties, and provided, that in the case of settlement, the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of settlement by the Town Board of the Town of Busti, and provided further, that the Town of Busti shall not be obligated to indemnify and save harmless any employee where the injury or damage resulted from the intentional wrongdoing or recklessness on the part of said employee, and it is further

(D) The Town of Busti shall not be obligated to pay any sums as and for punitive or exemplary damages, fines, penalties or money recovered from an employee pursuant to Section 51 of the General Municipal Law except that the Town of Busti shall be required to indemnify and save harmless its employees in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of any adjudication of the employee, while acting within the scope of his employment or duties, has, without willfulness or intent on his part, violated a prior order, judgment, consent, decree or stipulation of settlement entered into any court of this state or of the United States; and it is further

(E) As a condition of indemnification by the Town of Busti pursuant to this resolution, employees shall serve a copy of such judgment or settlement, personally or be certified or registered mail within 30 days of the date of entry or settlement, upon the Town Supervisor of the Town of Busti, and not inconsistent with the provisions of the Public Officers Law, Section 18, the amount of such judgment or settlement shall be paid by the town.

## **TOWN CODE OF ETHICS**

It is hereby resolved by the Town Board of the Town of Busti, as follows:

SECTION ONE: Pursuant to the provisions of Section 806, of the General Municipal Law, the Town of Board of the Town of Busti recognizes that there are rules of ethical conduct for public officers and employees, which must be observed if a high degree of conduct is obtained and if public confidence is to be maintained in our unit of local government. It is the purpose of this ordinance to promulgate these rules of ethical conduct for the officers and employees of the Town of Busti. These rules shall serve as a guide for officials conduct of the officers and employees of the Town of Busti.

SECTION TWO: Definitions. (a) "Municipal Officer or Employee" means an officer or employee of the Town of Busti, whether paid or unpaid, including members of any administrative board, commission or other agency thereof.

(b) "Interest" means a pecuniary or material benefit accruing to (1) a municipal officer or employee, (2) the spouse, minor children and dependants of any municipal officer or employee, (3) a firm, partnership or association of which such officer or employee is a member or employee, (4) a corporation of which such officer or employee is an officer, director or employee and (5) a corporation any stock of which is accrued or controlled directly or indirectly by such officer or employee.

SECTION THREE: Standards of Conduct. Every officer or employee of the Town of Busti, shall be subject to and abide by the following standards of conduct:

(a) Gifts. He shall not directly or indirectly, solicit any gift; or accept or receive any gift whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him, or could reasonably be expected to influence him in the performance of his official duties or was intended as a reward for any official action on his part.

The receipt of an unsolicited gift or gifts having a total value of less than \$50.00, received in any one calendar year from any one person, firm or corporation shall not be deemed a violation of this code unless there is evidence beyond a reasonable doubt that such gift or gifts were intended to influence a reward.

1. Rewards. No elected official shall directly or indirectly solicit campaign funds or aid for votes with the promise implied or stated to reward party members by appointment to any post whether salaried or not in the Town of Busti.

(b) Confidential Information. He shall not disclose confidential information acquired by him in the course of his official duties or use such information to further his personal interest.

(c) Representation before one's own agency. He shall not receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any municipal agency of which he is an officer, member of employee or of any municipal agency over which he has jurisdiction or to which he has the power to appoint any member, officer or employee.

(d) Representation before any agency for a contingent fee. He shall not receive, or enter into any agreement, express or implied for compensation for services to be rendered in relation to any matter before any agency of his municipality, whereby his compensation is to be dependent or contingent upon any action by such agency with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.

(e) Representation before any municipal commission, board or Town Court. He shall not knowingly receive, directly, or indirectly, individually or as a member of a law firm, any compensation for services to be rendered by him or any member of his firm to any matter before the Town Court, or any commission or board of the Town of Busti.

(f) Disclosure of interest in legislation. To the extent that he knows thereof, a member of the Town Board and any officer or employee of the Town of Busti, whether paid or unpaid who participates in the discussion or gives official opinion to the Town Board on any legislation before the Town Board shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he

has in such legislation.

(g) Investments in conflict with official duties. He shall not invest or hold any investment directly or indirectly in any financial, business, commercial or other private transaction, which creates a conflict with his official duties.

(h) Private employment. He shall not engage in, solicit, negotiate or promise to accept private employment or render services for private interests when such employment or service creates a conflict with or impairs the proper discharge of his official duties.

(I) Future employment. He shall not, after the termination of service or employment with such municipality, appear before any board or agency of the Town of Busti in relation to any case, proceeding or application in which he personally participated during the period of his service or employment or which was under his active consideration.

SECTION FOUR: Nothing herein shall be deemed to bar or prevent the timely filing by a present or former municipal officer or employee of any claim, account, demand or suit against the Town of Busti, or any agency thereof on behalf of himself or any member of his family arising out of any personal injury or property damage or lawful benefit authorized or permitted by law.

SECTION FIVE: Distribution of Code of Ethics. The Supervisor of the Town of Busti shall cause a copy of this code of ethics to be distributed to every officer and employee of the Town of Busti within ten (10) days after the effective date of this ordinance. Every officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his office or employment.

SECTION SIX: Penalties. In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of this code may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

#### **EMPLOYMENT DISCRIMINATION AND HARASSMENT POLICY**

A new Section 15-100 is hereby added to the Code of the Town of Busti, which shall read as follows:

##### **Section 15-101. Purpose**

The Town of Busti believes in the dignity of the individual and recognizes the right of any person to equal opportunities. In this regard, the Town has had a longstanding practice and policy of protecting and safeguarding the rights and opportunities of any person who might seek or obtain employment without being subjected to illegal discrimination or harassment in the workplace.

##### **Section 15-102. Policy**

A. In addition to prohibiting illegal discrimination on the basis of race, color, sex, religion, age, disability, marital status, military status, national origin, or other unlawful conduct, the Town of Busti also prohibits the illegal harassment of its employees or officers in any form. The Town

will take all steps necessary to prevent and stop the occurrence of any illegal discrimination or harassment in the workplace.

1. This policy applies to all Town officers and employees and all individuals who serve as contractors to the Town. Depending on the extent of the exercise of control, this policy may be applied to the conduct of those who are not officers or employees or contractors of the Town with respect to illegal discrimination or illegal harassment of Town officers or employees in the workplace.
2. The Town and this discrimination and harassment policy prohibit conduct that is illegal under State or federal LAW including, but not limited to, the inappropriate forms of behavior described in Section 15-103 of this policy under the section entitled "Definition of Sexual Harassment."
3. Department heads and supervisory personnel are responsible for ensuring a work environment free from unsolicited, unwelcome, and intimidating unlawful discrimination or harassment. These individuals must take immediate and, if authorized, appropriate corrective action when allegations of discrimination or harassment come to their attention to assure compliance with this policy. Should a department head or supervisor not be authorized to take corrective action, the matter shall be referred to the individual or body, as the case may be, having the authority to discipline.
4. A person who is found to have committed an act of unlawful discrimination or harassment or other inappropriate behavior will be subject to disciplinary action in accordance with the provisions of a negotiated labor agreement or state LAW, as may be appropriate. Additionally, retaliation against someone who has complained about prohibited discrimination or harassment is strictly prohibited as is retaliation against an individual who cooperates with an investigation of a discrimination or harassment complaint. Any such retaliatory conduct is illegal and will result in disciplinary action against the retaliator, if that person is an officer or employee of the Town. Intimidation, coercion, threats, reprisals, or discrimination against any person for complaining about unlawful discrimination or harassment, as described in this policy, is prohibited.
5. All Town officers and employees will be held responsible and accountable for avoiding or eliminating the conduct prohibited by this policy. Town employees are encouraged to report violations of this policy to their supervisor or to a member of the employment discrimination/harassment committee. This committee shall consist of two members of the Town Board, to be appointed annually by the Supervisor.

### **Section 15-103**

#### **Definition of Sexual Harassment.**

A. Sexual advances that are not welcome, requests for sexual favors, and other verbal or physical conduct with sexual overtones constitute sexual harassment when:

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or
2. Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions such as promotion, transfer, or termination, affecting such individual;

3. Or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

B. Sexual harassment refers to behavior that an individual does not welcome; that is personally offensive; that fails to respect the rights of others; that lowers morale and that, therefore, interferes with an individual's work performance and effectiveness; or that creates an intimidating, hostile, or offensive working environment. Specific forms of behavior that the Town would consider sexual harassment include, but are not limited to, the following:

1. VERBAL HARASSMENT:

Abusive verbal language related to a person's sex, including sexual innuendoes; slurs; suggestive, derogatory, or insulting comments or sounds; whistling; jokes of a sexual nature; sexual propositions; and threats. Included would be any sexual advance that is unwelcome or any demand for sexual favors.

2. NON-VERBAL HARASSMENT:

Abusive written language, showing or displaying pornographic or sexually explicit objects or pictures, graphic commentaries, leering or obscene gestures in the workplace such that it unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

3. PHYSICAL HARASSMENT:

Any physical contact which is not welcome, including touching, petting, pinching, coerced sexual intercourse, assault, or persistent brushing up against a person's body.

#### **Section 15-104. Procedure**

A. Any Town officer or employee is encouraged to report an incident of suspected employment discrimination or harassment to a department head or to the employment discrimination/harassment committee as soon as possible after an alleged incident. A victim does not have to be the opposite sex of the harasser. The harasser does not have to be victim's immediate supervisor. The harasser could be an agent of a supervisor, another supervisor, a co-worker, or even someone not on the payroll of the Town who might have occasion to appear at a work site or enter a Town building or facility. A victim of sexual harassment does not necessarily have to be the person at who unwelcome sexual conduct is directed. Such an individual could be someone who is affected by such conduct when it is directed towards another person, thereby creating a hostile work environment. Such conduct is unlawful and is prohibited by the Town and by this policy.

B. Should an officer or employee believe that he or she has been discriminated against or harassed and would like guidance as to how to proceed in filing a complaint, that individual should review the Town's employment discrimination and harassment complaint procedure or contact any member of the employment discrimination/harassment committee.

C. Should an individual file a complaint, the procedures of the employment discrimination/harassment committee must be followed, including the time limit of 180 days. The procedures describe the steps to be taken when an employee has filed a complaint, detail the responsibilities of all involved parties, and provide the time frames for actions to be taken.

D. All complaints will be handled in a timely and confidential manner. In no event will information concerning a complaint be released by the Town to any third party or to anyone within Town employment who is not directly involved with or in the investigation. A breach of this prohibition will result in disciplinary action.

E. The investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. The particular facts of the allegation will be examined individually, with a review of the nature of the behavior and the context in which the incident or incidents occurred. Confidentiality will be maintained throughout the investigatory process. The employment discrimination/harassment committee will also investigate cases in which a supervisor requests or requires assistance.

F. An individual who believes that he or she has been unjustly charged with employment discrimination or harassment in violation of this policy will be afforded every opportunity to offer and present information in defense of the complaint. Any information will be confidential.

G. A person who participates in this procedure may do so without fear of retaliation. Retaliation against anyone who has filed a complaint under this policy is prohibited and may well be a violation of federal or state LAW. Any such retaliation will result in disciplinary action by the Town.

H. A person who is found to have committed an act of employment discrimination or harassment will be subject to disciplinary action in accordance with the provisions of a negotiated labor agreement or state LAW, as may be appropriate.

I. Nothing in this policy should be construed to limit an individual's existing right to file a complaint with the New York State Division of Human Rights or the U.S. Equal Employment Opportunity Commission or to take any legal action which he or she may deem advisable.

#### **Section 15-105. Complaint Procedure**

##### **A. STEP ONE**

1. An aggrieved person, hereafter referred to as the complainant, will meet with his or her department head to discuss an allegation of employment discrimination or harassment and may file a complaint of discrimination or harassment. If a complaint is filed, the department head shall send a signed complaint to the employment discrimination/harassment committee. Should an individual feel uncomfortable raising an issue of alleged employment discrimination or harassment with a department head, any other department head or a member of the employment discrimination/ harassment committee may be approached. Verbal complaints may be handled informally.
2. Any written complaint must be filed by a complainant within 180 days of an alleged act of employment discrimination or harassment.
3. The complainant may withdraw his or her complaint at any time by filing a notice in writing.

##### **B. STEP TWO**

1. When a written complaint is filed, the department head or committee member shall have 15 working days to try to resolve the allegation informally by (1) gathering and assessing the facts deemed necessary to resolve it; (2) meeting with the alleged abuser and the complainant separately; and (3) using whatever other methods deemed necessary or appropriate to attempt to resolve the complaint.
2. Regardless of whether the complaint is written or verbal, if a resolution is achieved by a department head, he or she will prepare a statement that the complaint has been resolved. All parties must sign the statement which shall be sent to the employment discrimination/harassment committee. The case will be considered closed.
3. If a complaint is not resolved, it will be turned over to the employment discrimination/harassment committee. The committee will investigate the complaint, call witnesses to appear before the committee, and review any other evidence the committee feels credible and probative of the allegation or allegations. Notice of the complaint must be given to the accused, who shall also be afforded an opportunity to appear before the committee, with or without counsel, if he or she so desires. The committee will have ten (10) working days to investigate the complaint and an additional ten (10) working days to render a decision.
4. Written notice of the committee's decision will be given to both the complainant and the accused.

**Section 2. REPEAL**

Any portions of ordinances, resolutions or regulations heretofore adopted in conflict with this LOCAL LAW are hereby repealed.

**Section 3. SAVING CLAUSE**

If any clause, sentence, paragraph, section or part of this LOCAL LAW shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

**PROCUREMENT POLICY**

WHEREAS, Section 104-b of the General municipal Law (GML) requires every town to adopt internal policies and procedures governing all procurement of goods and services not subject to the bidding requirements of GML, Section 103 or any other law; and

WHEREAS, comments have been solicited from those officers of the town, involved with procurement; NOW, THEREFORE, be it

RESOLVED: That the Town of Busti does hereby adopt the following procurement policies and procedures:

Guideline 1. Every prospective purchase of goods or services shall be evaluated to

determine the applicability of GML, Section 103. Every town officer, board, department head or other personnel with the requisite purchasing authority (hereinafter Purchaser) shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusion reached shall be documented and kept with the files or other documentation supporting the purchase activity.

Guideline 2. All purchases of a) supplies or equipment which will exceed \$10,000 in a fiscal year or b) public works contracts over \$20,000 shall be formally bid pursuant to GML Section 103.

Guideline 3. All estimated purchases of:

Less than \$10,000 but greater than \$3,000 require a written request for a proposal (RFP) and written/fax quotes from 3 vendors.

Less than \$3,000 but greater than \$1,000 require an oral request for the goods and oral/fax quotes from 2 vendors.

Less than \$1,000 but greater than \$250 are left to the discretion of the Purchaser.

All estimated public works contracts of:

Less than \$20,000 but greater than \$10,000 require a written RFP and fax/proposal from 3 contractors.

Less than \$10,000 but greater than \$3,000 require a written RFP and fax/proposals from 2 contractors.

Less than \$3,000 but greater than \$500 are left to the discretion of the Purchaser.

Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered.

All information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the subsequent purchase of public works contract.

Guideline 4. The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the Purchaser prepares a written justification providing reasons why it is in the best interest of the town and its taxpayers to make an award to other than the low bidder. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

Guideline 5. A good faith effort shall be made to obtain the required number of proposals or quotations. If the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

Guideline 6. Except when directed by the town board, no solicitation or written proposals or quotations shall be required under the following circumstances:

- a) Acquisition of professional services;
- b) Emergencies;
- c) Sole source situations;
- d) Goods purchased from agencies for the blind or severely handicapped;
- e) Goods purchased from correctional facilities;
- f) Goods purchased from another governmental agency;
- g) Goods purchased at auction;
- h) Goods purchased for less than \$250.00;
- i) Public works contracts for less than \$500.00.

Guideline 7. This policy shall be reviewed annually by the town board at its organizational meeting or as soon thereafter as is reasonably practicable.

### **MEETINGS**

RESOLVED, that the 1st & 3rd Monday of each month be designated as a regular meeting night of the Town Board, and be it further

RESOLVED, that there will be no town board meeting on Martin Luther King Jr. Day January 19<sup>th</sup> and Labor Day September 7<sup>th</sup>.

RESOLVED, that the board hold work sessions at 6:15 p.m. on the first Monday of each month, and be it further

RESOLVED, that the time of the meeting shall be 6:45 p.m. and the Highway Superintendent shall give his report on each meeting night, and be it further

RESOLVED, that all meetings be held at the Town Administration Building, 121 Chautauqua Avenue, Lakewood, New York.

RESOLVED, that the following committees be appointed:

#### **Assessing**

- a. Committee (Kathy & Rick)

#### **Highway & Town Building**

- b. Committee: (Lyle & Paul)

#### **Insurance Committee**

- c. Committee: (Paul & Rick)

#### **Health Insurance & Compensation**

- d. Committee: (Kathy, Marsha & Randy & Melvin)

#### **Audit**

- e. Committee: (Kathy, Marsha, Rick, Lyle, & Paul)

**Police Negotiations**

f. Committee: (Lyle & Rick)

**Parks**

g. Committee: (Kathy & Marsha)

**Shared Services**

h. Committee: (Kathy, Paul, Lyle, Marsha & Rick)

**Water Projects**

i. Committee: (Melvin, Lyle, Kathy & Paul)

**OFFICIAL NEWSPAPER**

RESOLVED, that the Post-Journal be designated the official newspaper for the Town at the following rates for 2009 \$.4850 per line for the first insertion and \$.395 per line for additional insertions of same copy, and be it further

**MILEAGE**

RESOLVED, that the rate of mileage for all Town Officials, when authorized, is hereby set at \$.40 a mile for 2009 and be it further

**TOWN FUNDS**

RESOLVED, that Supervisor Sullivan be authorized and directed to invest idle Town funds in legal investments bearing interest, and be it further

RESOLVED, that M & T Bank, East Fairmount Avenue, Lakewood, New York; Community Bank, Fairmount Avenue, Lakewood, New York, JP Morgan/Chase, Buffalo, New York, Fleet Bank/Banc of America, Buffalo, New York be designated as the official depositories of town funds, and be it further

RESOLVED, that the following investment policy be and hereby is adopted:

**INVESTMENT POLICY OF THE TOWN OF BUSTI**

The objectives of the Investment Policy of this Local Government are to minimize risk, to insure that investments mature when the cash is required to finance operation; and to insure a competitive rate of return. In accordance with this policy, chief fiscal officer is hereby authorized to invest all funds including proceeds of obligations in:

Certificates of Deposit issued in a bank or trust company authorized to do business in New York State;

Obligations of the United States Government;

The following Banks are designated by the Town of Busti;

M & T Bank, Lakewood, New York

(Certificate of Deposit, Savings and Checking accounts).

Community Bank, Fairmount Avenue, Lakewood, New York.

(Certificates of Deposit, Savings and Checking Accounts).

Fleet Bank/Banc of America, One Fountain Station, Buffalo, New York  
(Certificates of Deposit, Savings and Checking Accounts)

JP Morgan/Chase, Buffalo, New York  
(Certificates of Deposit, Savings and Checking Accounts).

First Tier Bank, Lakewood, New York  
(Certificates of Deposit, Savings and Checking Accounts)

**COLLATERAL:**

Certificates of Deposit shall be fully secured by insurance of the Federal Deposit Insurance Corporation or by obligations of New York State or obligations of the United States or obligations of federal agencies the principal and interest of which are guaranteed by the United States, or obligations of New York State local governments.

Collateral shall not be required with respect to the direct purchase of obligations of New York State, obligations of the United States, and obligations of federal agencies the principal and interest of which are guaranteed by the United States Government.

The governing Town Board of the Town of Busti shall review and approve the investment policy, at least annually, and if practicable, at its organizational meeting and the members shall review and amend, if necessary these investment policies.

The provisions of these investment guidelines shall take effect prospectively, and shall not invalidate the prior selection of any Custodial Bank or prior investment.

**POSTING TOWN ROADS**

WHEREAS, it is the Town of Busti Highway Superintendent's opinion that vehicles weighing more than six tons per axle can do severe damage to town highways, and

WHEREAS, the Vehicle and Traffic Law, Section 1660, provides that town boards may by local law, ordinance, order, rule or regulation exclude from the use of town highways vehicles weighing in excess of four tons, now therefore be it

RESOLVED, that in accordance with Section 1660 of the Vehicle and Traffic Law of the State of New York that it is hereby ordered by the Town Board of the Town of Busti that all town highways maintained by the Town of Busti be closed to vehicles weighing in excess of six tons per axle, except for purposes of local delivery, upon the posting of a sign to that effect upon such highways by the Town Highway Superintendent, and it is further

ORDERED, that upon application to the Town Board, vehicles weighing in excess of six tons per axle may travel upon posted roads if granted a permit to do so by the Town Board, and it is further

ORDERED, that such highway or highways shall remain closed to such vehicles

until such time as the Town Highway Superintendent shall cause the sign posting such notice to be removed from such highway or highways; and it is further

ORDERED, that any person or persons violating this order shall be penalized in accordance with Article 45 of the Vehicle and Traffic Law of the State of New York; and it is further

ORDERED, that the Town Clerk of the Town of Busti shall cause a copy of this order to be published in the official legal newspaper of the Town.

### **FIREMEN ENGAGED IN FUND RAISERS**

RESOLVED, that all members of the Busti Fire Department, Inc., the Lakewood Volunteer Fire Department, Inc. and the Ashville Fire Department, Inc., shall for the purposes of Article 10 of the General Municipal Law of the State of New York be deemed to be performing duties as firemen when engaged in fund raising activities in the year 2008 for such department when authorized by the Board of Directors of the respective fire company and shall be entitled to all the benefits in such cases made and provided. This resolution shall not be deemed to constitute consent to such activity or activities, as defined by General Municipal Law, Section 204-a, subparagraph 8, where alcohol is served or sold as a part of such activity.

RESOLVED that the supervisor be and hereby is authorized and directed to enter into the following Chautauqua County Humane Society Inc Agreement:

### **CHAUTAUQUA COUNTY HUMANE SOCIETY INC., SPCA ANIMAL HOLDING AGREEMENT**

AREEMENT, made this 7<sup>th</sup> day of July, 2008, by and between the municipal corporation organized and existing under the laws of the State of New York, herein referred to as the Town of Busti and the Chautauqua County Humane society, Inc., SPCA, an incorporated humane society, organized and existing under the laws of the State of New York, and having its principal place of business at 2825 Strunk Road, Jamestown, New York, hereinafter referred to as the "SPCA".

WITNESSETH:

WHEREAS, the parties hereto desire to enter into an agreement pursuant to Section 115 of the Agriculture and Markets Law of the State of New York, to provide for the care and sheltering of dogs and cats found within the, New York, placed in the custody of the SPCA by the Animal Control Officer or Dog Control Officer, hereinafter referred to as the ACO/DCO, or any other person.

NOW, THEREFORE, it is AGREED as follows:

1. The SPCA agrees to maintain as its place of business, adequate facilities for the proper care and sheltering of dogs which may be placed there by the ACO/DCO, or any other person.

2. The SPCA agrees to provide the ACO/DCO with access to the police room and its cages in which to leave animals. The police room is available 24 hours a day with the use of a key issued to the ACO/DCO. The ACO/DCO or any other person authorized by the Town of Busti shall sign a DL-18 form leaving all copies except the white copy, at the SPCA, when placing said dog there and give such other information at said time with reference to date and place of pickup, breed of dog, as may be required by law.

3. Stray animals brought to either the Animal Holding Center or Pet Adoption Center by people other than the ACO/DCO shall be housed and cared for as described in items #1 and 4. SPCA staff shall notify the Town of Busti ACO/DCO of the stray animal brought in from his/her municipality. If the animal remains housed at the SPCA, the ACO/DCO will be required to complete the appropriate paperwork at the SPCA (i.e. DL-18) and the Town of Busti will be charged SPCA fees as detailed in #5.

4. The SPCA agrees to property care for, feed and maintain any animal so left at its place of business for the redemption period so required by law, unless said animal is so sick or injured and it is determined by the SPCA that the animal should be disposed of immediately, to end its suffering, in the manner provided by law. In the event said animal is not redeemed by the owner thereof, as required by law, the SPCA shall have the right to euthanize or adopt out the said animal as provided by law. In the event the animal is euthanized, the SPCA shall make a written report of such euthanization to the Town of Busti. The Town of Busti, through its ACO/DCO shall be responsible for maintaining records as required by Section 188 of said law.

5. The Town of Busti agrees to pay the SPCA fees, costs and charges as follows:

a. The sum of \$15.00 per day board fee for dogs, for each day held as required by the Agriculture & Markets, and for any dogs held by order of the court.

b. The sum of \$50.00 for each dog euthanized or cremated.

c. The sum of \$5.00 for each dog to cover administrative fees.

d. In the event that the owner of such animal so placed with the SPCA redeems the animal, the owner shall pay board fees directly to the SPCA for such redeemed dogs for the processing of the DL-18 and as required by law. The Town of Busti will not be charged board fee for the dogs that are redeemed by their owners, but will be required to pay the \$5.00 administrative fee for each dog.

6. Any impoundment fees for a dog redeemed by its owner shall be paid directly to the Town of Busti. Upon proof of payment of the impoundment fees, payment of board fees to the SPCA, and proof of compliance with any other applicable provisions of the law, the SPCA shall release the animal to its owner.

7. In the event the Town of Busti enacts any local law or ordinance establishing different redemption periods than those contained in Section 118 of the Agriculture & Markets Law, or in the event that the Town of Busti adopts any local laws or ordinances establishing additional conditions for the adoption of an animal or release from custody thereof, the Town of Busti agrees to provide written notice to the SPCA of the provisions.

The SPCA shall not be responsible for the said law or ordinance until written notice has been provided from the Town of Busti.

8. The payment of charges incurred by the Town of Busti pursuant to the terms of this agreement shall be made quarterly upon receipt of an itemized statement from the SPCA to the Town of Busti and received by the SPCA within thirty (30) days.

9. Both parties hereto agree that no animal placed at the kennels of the SPCA shall be used for experimentation or vivisection purposed, either dead or alive.

10. The terms of this agreement shall be effective as of July 7, 2008 and shall continue until either party shall give thirty (30) days notice in writing to the other party of its intention to terminate the same.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the duly authorized officers as of the day and year first above written.

RESOLVED, that the supervisor be authorized to in enter into the following agreement with Pet Animal Hospital:

**CONTRACT AGREEMENT**  
**BETWEEN**  
**TOWN OF BUSTI**  
**AND**  
**PET ANIMAL HOSPITAL**

FEES: Dogs \$50.00 – Euthanasia and disposal  
Dogs over 100# \$75.00 Euthanasia and disposal.

Contract Terms: good for one year with automatic annual renewal. Either party shall give thirty (30) days notice in writing to the other party of its intention to terminate.

RESOLVED, that the supervisor be authorized to enter into the following agreement with Hazeltine Public Library:

**HAZELTINE LIBRARY AGREEMENT**

This agreement made and entered into this 5th day of January, 2009, by and between:

TOWN OF BUSTI  
121 Chautauqua Avenue  
Lakewood, New York, hereinafter referred to as “TOWN”  
and  
HAZELTINE PUBLIC LIBRARY  
891 Busti-Sugar Grove Road  
Jamestown, New York hereinafter referred to as “ORGANIZATION”

WITNESSETH:

WHEREAS, TOWN is a municipal corporation existing under and by virtue of the State of New York; and

WHEREAS, ORGANIZATION is a not-for-profit organization providing services to both its members and the general public; and

WHEREAS, TOWN and ORGANIZATION desire to enter into a contract wherein and whereby ORGANIZATION will provide services to TOWN and its residents;

NOW, therefore, it is hereby agreed by and between TOWN and ORGANIZATION as follows:

1. ORGANIZATION agrees to provide the following services to TOWN for the period commencing January 1, 2009, to December 31, 2009: Library facilities and library services to members of the general public.

2. TOWN shall pay to ORGANIZATION the sum of \$48,500.00 for such services on or before the 1st day of February, 2009.

3. ORGANIZATION agrees to hold TOWN harmless as a consequence of any action for damages which may be brought against TOWN by reason of ORGANIZATION providing such services to TOWN.

4. This agreement is authorized by the following statute or statutes: General Municipal Law and Town Law.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals.

RESOLVED, that the supervisor be authorized to enter into an agreement with the Lakewood Memorial Library:

**LAKWOOD MEMORIAL LIBRARY AGREEMENT**

This agreement made and entered into this 5<sup>th</sup> day of January, 2009 and between:

TOWN OF BUSTI  
121 Chautauqua Avenue  
Lakewood, New York, hereinafter referred to as "TOWN"  
and  
LAKWOOD MEMORIAL LIBRARY  
12 W. Summit Avenue

Lakewood, New York, hereinafter referred to as "ORGANIZATION"

WITNESSETH:

WHEREAS, TOWN is a municipal corporation existing under and by virtue of the State of New York; and

WHEREAS, ORGANIZATION is a not-for-profit organization providing services to both its members and the general public; and

WHEREAS, TOWN and ORGANIZATION desire to enter into a contract wherein and whereby ORGANIZATION will provide service to TOWN and ORGANIZATION as follows:

1. ORGANIZATION agrees to provide the following services to TOWN for the period commencing January 1, 2009 to December 31, 2009: Library facilities and library services to members of the general public.

2. TOWN shall pay to ORGANIZATION the sum of \$64,000 for such services on or before the 1st day of February, 2009

3. ORGANIZATION agrees to hold TOWN harmless as a consequence of any action for damages which may be brought against TOWN by reason of ORGANIZATION providing such services to TOWN.

4. This agreement is authorized by the following statute or statutes: General Municipal Law and Town Law.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals.

RESOLVED, that the supervisor be and hereby is authorized to enter into an agreement with the Busti Historical Society:

**BUSTI HISTORICAL AGREEMENT**

This agreement made and entered into this 5th day of January, 2009, by and between:

TOWN OF BUSTI  
121 Chautauqua Avenue  
Lakewood, New York

hereinafter referred to as "TOWN"

and  
BUSTI HISTORICAL SOCIETY  
Mill Road  
Jamestown, New York

hereinafter referred to as "ORGANIZATION"

WITNESSETH:

WHEREAS, TOWN is a municipal corporation existing under and by virtue of the State of New York; and

WHEREAS, ORGANIZATION is a not-for-profit organization providing services to both its members and the general public; and

WHEREAS, TOWN and ORGANIZATION desire to enter into a contract wherein; and

WHEREBY ORGANIZATION will provide services to TOWN and its residents;

NOW, THEREFORE, it is hereby agreed by and between TOWN and ORGANIZATION as follows:

1. ORGANIZATION agrees to provide the following services to TOWN for the period commencing January 1, 2009, to December 31, 2009: Maintenance of historical landmark, the Busti Mill, and historical programs for education and general public.

2. TOWN shall pay to ORGANIZATION the sum of \$1,500.00 for such services on or before the 1st day of February, 2009.

3. ORGANIZATION agrees to hold TOWN harmless as a consequence of any action for damages which may be brought against TOWN by reason of ORGANIZATION providing such services to TOWN.

4. This agreement is authorized by the following statute or statutes: General Municipal Law and Town Law.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals.

RESOLVED, that the Supervisor be and is hereby authorized in enter an agreement with the Lakewood American Legion Memorial Post 1286:

This agreement made and entered into the 5th day of January 2009, by and between:

TOWN OF BUSTI

121 Chautauqua Avenue

Lakewood, New York, hereinafter referred to as "TOWN"

and

LAKEWOOD AMERICAN LEGION MEMORIAL POST 1286

Legion Drive

Lakewood, New York hereinafter referred to as "ORGANIZATION"

WITNESSETH:

WHEREAS, TOWN is a municipal corporation existing under and by virtue of

the State of New York; and

WHEREAS, ORGANIZATION is a not-for-profit organization providing services to both its members and the general public; and

WHEREAS, TOWN and ORGANIZATION desire to enter into a contract wherein and whereby ORGANIZATION will provide services to TOWN and its residents;

NOW, therefore, it is hereby agreed by and between TOWN and ORGANIZATION as follows:

1. ORGANIZATION agrees to provide the following services to TOWN for the period commencing January 1, 2009 to December 31, 2009: Memorial Day Services and decoration of graves at Sunset and Busti Cemeteries as well as other Town and Busti Cemeteries.

2. TOWN shall pay to ORGANIZATION the sum of \$750.00 for such services on or before the 3<sup>rd</sup> day of July, 2009.

3. ORGANIZATION agrees to hold TOWN harmless as a consequence of any action for damages which may be brought against TOWN by reason of ORGANIZATION providing such services to TOWN.

4. This agreement is authorized by the following statute or statutes: General Municipal Law and Town Law.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals.

RESOLVED, that the Supervisor be and is hereby is authorized to enter into an agreement with the Busti-Lakewood Golden Agers.

**AGREEMENT**

This agreement made and entered into this 5th day of January, 2009, by and between:

TOWN OF BUSTI  
121 Chautauqua Avenue  
Lakewood, New York, hereinafter referred to as "TOWN"  
and  
BUSTI-LAKEWOOD GOLDEN AGERS  
9 W. Summit Avenue  
Lakewood, New York, hereinafter referred to as "ORGANIZATION"

WITNESSETH:

WHEREAS, TOWN is a municipal corporation existing under and by virtue of the State of New York; and

WHEREAS, ORGANIZATION is a not-for-profit organization providing services to both its members and the general public; and

WHEREAS, TOWN and ORGANIZATION desire to enter into a contract wherein and whereby ORGANIZATION will provide services to TOWN and its residents;

NOW, therefore, it is hereby agreed by and between TOWN and ORGANIZATION as follows:

1. ORGANIZATION agrees to provide the following services to TOWN for the period commencing January 1, 2009 to December 31, 2009: Programs for the education and recreation of senior citizens whether or not belonging to said organization.

2. TOWN shall pay to ORGANIZATION the sum of \$1,000.00 for such services on or before the 1st day of February, 2009.

3. ORGANIZATION agrees to hold TOWN harmless as a consequence of any action for damages which may be brought against TOWN by reason of ORGANIZATION providing such services to TOWN.

4. This agreement is authorized by the following statute or statutes:  
General Municipal Law and Town Law.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals.

RESOLVED, that the town enter into the following agreement with Lakeshore Employee Testing Services:

**AGREEMENT FOR ADMINISTRATION OF DRUG  
AND ALCOHOL TESTING SERVICES**

This 6th day of January 2003 an agreement was made between Town of Busti and Lakeshore Employee Testing Services, Inc. at 202 E. Main Street, Fredonia, New York 14063.

For the purpose of this agreement, hereinafter referred to as the Company will be Town of Busti.

**OVERVIEW**

The Company desires to secure professional and technical services from Lakeshore Employee Testing Services, Inc. To perform drug and alcohol testing, engage

in related activities that are either required or made advisable by: Federal, State and Local Regulations, the Employee Testing Act of 1991 and the Drug free Workplace act of 1988.

Lakeshore Employee Testing Services, Inc. will provide Administrative services to the Supervisors and similar personnel who are its members, and to the organizations which employ them.

In consideration of mutual covenants and agreements set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do covenant and agree as follows:

#### Section 1. Services Provided

Lakeshore Employee Testing Services, Inc. shall perform the services which are set forth in Appendix "A", attached hereto. The parties agree that the services shall be performed by Lakeshore Employee Testing Services, Inc. or its qualified employees or subcontractors.

#### Section 2. TERM

This agreement shall commence on or about January 1st and continue through until December 31st. Thereafter, it shall be renewed for a new fiscal year upon the same terms, unless either party gives notice to the other or least 30 days prior to the termination date of its intent to terminate the agreement.

#### Section 3. FEE

The Company agrees to pay and Lakeshore Employee Testing Services, Inc. agrees to accept as full payment for the work and services performed and the granting of rights pursuant to this agreement, a fee computed as set forth in Appendix "B" attached hereto. Unless otherwise specified in Appendix "B", payment shall be made monthly for work completed, upon invoice from Lakeshore Employee Testing Services, Inc. Lakeshore Employee Testing Services, Inc. shall not be entitled for expenses or otherwise, except as set forth in Appendix "B", or except as otherwise agreed.

All fees for services rendered shall be invoiced monthly, and are due upon receipt of invoice. Should the account become 60 days delinquent, Lakeshore Employee testing Services, Inc. reserves the right to hold further tests results until the delinquency has been corrected. Lakeshore Employee Testing Services, Inc. will also notify the laboratory and the MRO that Lakeshore Employee Testing Services, Inc. is not responsible or liable for any testing costs incurred while the account is on credit hold. Should the account become 90 days delinquent, Lakeshore Employee Testing Services, Inc., reserves the right to place the account for collection.

#### Section 4. TERMINATION

Either party may terminate this Agreement by 30 days prior written notice, or for cause, effective upon giving written notice. In the event of termination, Lakeshore Employee Testing Services, Inc. shall be entitled to payment for work and services property performed up to the termination date.

#### Section 5. TAX

The Company is exempt from paying manufacturer's excise tax, floor, use of sales taxes to any state, providence, city, county or country for all materials pursuant to this agreement.

#### Section 6. INDEMNIFICATION

By Lakeshore Employee Testing Services, Inc.: Lakeshore Employee Testing Services, Inc. shall be liable for any and all claims, costs, and expenses arising from or out of any alleged negligent act, omission, or breach of this agreement by Lakeshore Employee Testing Services, Inc., its agents or employees, in the performance of its obligations under this agreement.

By Company: The Company shall be liable for any and all claims, costs, and expenses arising from or out of any alleged negligent act, omission or breach of this agreement by the Company, its agents or employees, in the performance of its obligations under the agreement.

#### Section 7. COMPLIANCE WITH ALL LAWS

Lakeshore Employee Testing Services, Inc. agrees that, during the performance of the work required pursuant to this agreement, it and all of its employees or agents shall endeavor to comply with all Federal, State and Local Laws, Ordinances, Rules and Regulations governing its actions during such work.

#### Section 8. NOTIFICATIONS OF SUIT

In the event a party is sued, or otherwise becomes the subject of action before a court, administrative agency or an arbitration tribunal, relating to work performed or other services rendered hereunder, it shall notify the other party as soon as possible of same.

#### Section 9. EXTENT OF AGREEMENT

This agreement, including the Appendices hereto, constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, representations, agreements, and or conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be changed or by its Authorized Agent.

#### Section 10. INDEPENDENT CONTRACTOR

The relationship between Lakeshore Employee Testing Services, Inc. and the Company is that of independent contractor and Lakeshore Employee Testing Services, Inc. Agrees to do all things legally required to establish and maintain its status as an independent contractor. Lakeshore Employee Testing Services, Inc., in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, and that it will neither hold itself out as nor claim to be, an officer, employee or agent of the Company by reason hereof. The employees or agents of one party shall not be deemed employees or agents of the other. As an independent contractor, Lakeshore Employee Testing Services, Inc. and any person(s) engaged by it shall not be entitled to any medical health pension, retirement, disability, unemployment, worker's compensation or other insurance coverage or any other benefit similar or dissimilar, from the Company. The parties agree that all reporting by either of them to income tax and other governmental agencies shall be consistent with the provisions of this paragraph.

#### Section 11. GOVERNING LAW AND VENUE

This agreement is made under and shall be governed by the law of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Chautauqua, State of New York.

#### Section 12. NON-WAIVER

In the event that the terms and conditions of this agreement are not strictly enforced by either party, such non-enforcement shall not act as or be deemed to act as a waiver of modifications of the agreement, nor shall such non-enforcement prevent either party from enforcing each and every term of this agreement thereafter.

#### Section 13. SEVERABILITY

If any provision of this agreement is held invalid by a court of law, the remainder of this agreement shall in no way be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

#### Section 14. MISCELLANEOUS

The section headings in this agreement are for the convenience of reference only and shall not be used in interpretation of this agreement. The singular number used herein shall include the plural and plural the singular. The neuter, masculine or feminine genders used herein shall be deemed to include each other.

IN WITNESS WHEREOF, the parties have duly executed this Agreement intending to be legally bound upon approval of the Town of Busti.

## RECREATION AGREEMENT

RESOLVED, that the board shall continue its relationship regarding recreation as per the following agreement with the Village of Lakewood:

Made and entered into this 4th day of February, 2004, by and between TOWN OF BUSTI, a municipal corporation in the County of Chautauqua and State of New York, with its address at 121 Chautauqua Avenue, Lakewood, New York, hereinafter referred to as the party of the first part, and the VILLAGE OF LAKEWOOD, also a municipal corporation within the Town of Busti, County of Chautauqua and State of New York, having its offices at 20 West Summit Avenue, Lakewood, New York, hereinafter referred to as the party of the second part.

WITNESSETH:

WHEREAS, each of the parties hereto have a recreation program duly established pursuant to the laws of the State of New York and have been operating a recreation project for the citizens of the parties hereto for many years past, and

WHEREAS, such a commission was formally established pursuant to an agreement entered into between the parties on the 15th day of September 1975, and

WHEREAS, the parties desire to continue the program previously established and revise certain provisions contained in the agreement previously entered into,

Made and entered into this 4th day of February, 2004, by and between TOWN OF BUSTI, a municipal corporation in the County of Chautauqua and State of New York, with its address at 121 Chautauqua Avenue, Lakewood, New York, hereinafter referred to as the party of the first part, and the VILLAGE OF LAKEWOOD, also a municipal corporation within the Town of Busti, County of Chautauqua and State of New York, having its offices at 20 West Summit Avenue, Lakewood, New York, hereinafter referred to as the party of the second part.

WITNESSETH:

WHEREAS, each of the parties hereto have a recreation program duly established pursuant to the laws of the State of New York and have been operating a recreation project for the citizens of the parties hereto for many years past, and

WHEREAS, such a commission was formally established pursuant to an agreement entered into between the parties on the 15th day of September 1975, and

WHEREAS, the parties desire to continue the program previously established and revise certain provisions contained in the agreement previously entered into,

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. The chief fiscal officer of the party of the first part is hereby designated as custodian of the monies made available for expenditure for the purposes herein contemplated by all municipalities and such chief fiscal officer may make payments therefrom in accordance with the annual budget and upon audit of the Town Board or other appropriate auditing officer of the party of the second part. The cost of bookkeeping associated with the program activities shall be charged to the recreation program by the party of the first party.

2. The party of the second part will within thirty (30) days following the commencement of its fiscal year pay over to the chief fiscal officer of the party of the first part, in his capacity as custodian of the recreation funds, all sums appropriated by the party of the second part for the recreation project purposes, and such funds shall be placed with the funds appropriated by the party of the first part in a separate account; the said custodian shall pay therefrom upon audit as hereinbefore provided, all expenditures chargeable to the project and properly included within the budget as prepared by the party of the first part and approved by the respective parties hereto. The custodian of recreation funds shall submit an annual report to each of the parties hereto showing a complete itemization of the receipts and expenditures of the project.

3. The party of the first part shall prepare and submit an annual report of the project's activities to each of the parties hereto and to render such additional reports to either of the parties hereto when requested by either of the parties.

4. The salaries and wages as itemized and set forth in the annual budget and the expenses for all meetings, conferences and travel for the Recreation Director/or Clerk and all recreation employees shall not be increased above the amount set forth therein, unless by joint action of the parties hereto nor shall the custodian of the funds under Section 7 hereof pay any sum exceeding the amount as shown in said budget.

5. It is hereby expressly understood and agreed that the party of the first part is sole owner of the building and premises commonly known as the Busti-Lakewood Community Center located at 9 West Summit Avenue, Lakewood, New York. All costs and expenses of maintaining said building and premises including the payment of all bills for utilities, cleaning expense, insurance and all expenses associated with the building of any kind shall be chargeable to joint recreation budget created hereunder.

6. The Recreation Director/or Clerk appointed by the party of the first part, and approved by the parties and shall attend meetings of the Town Board of the party of the first part and of the Board of Trustees of the party of the second part as requested:

7. This contract shall be retroactive to the 1st day of January, 2004, and shall expire on the 31st day of December, 2011, unless sooner terminated as provided in Section 244-d of the General Municipal Law, all provisions of which are made a part hereof as if fully set forth and the provisions of such section shall be governing in the event of a conflict between the terms of this contract and the provisions of the General

Municipal Law.

IN WITNESS WHEREOF, the parties have duly executed this agreement by their duly authorized officers and affixed their respective corporate seals on the year and day first written above shown.

Supervisor Sullivan be authorized to enter into the following Fire Protection Agreement:

**FIRE PROTECTION, EMERGENCY SERVICE**  
**AN**  
**AMBULANCE SERVICE AGREEMENT**

THIS AGREEMENT, is made this     day of November, 2004, between the Town of Busti, a municipal corporation located in the County of Chautauqua and State of New York, *party of the first part*, and the Village of Lakewood, a municipal corporation located in the Town of Busti, *party of the second part*, the Busti Fire Department, Inc., a corporation organized and existing pursuant to the Not-for-Profit Corporation Law of the State of New York, *party of the third part*, and the Lakewood Fire Co., Inc. a corporation organized and existing pursuant to the Not-for-Profit Corporation Law of the State of New York, *party of the fourth part*.

Whereas, Lakewood Fire Co., Inc. is a corporation organized and existing pursuant to the Not-for-Profit Corporation Law of the State of New York located in the Village of Lakewood, which department operates motorized fire-fighting, emergency and ambulance equipment owned by the Village of Lakewood, and

Whereas, a fire protection district, designated for convenience, Busti Fire Protection District #1, has heretofore been created in the Town of Busti by action taken by the Town Board of said town, after a hearing under provisions of Article 11 of the Town Law, which fire protection district comprises the entire area of the Town of Busti excepting only that portion of the town which is contained within the incorporated Village of Lakewood, the area contained in Busti Fire Protection District #2 and the area contained in the Ashville District, a portion of which is within the Town of Busti, and

Whereas, the Busti Fire Department, Inc., is a corporation organized and existing under the provisions of the Not-for-Profit Corporation Law of the State of New York which department owns and operates motorized fire-fighting, emergency and ambulance equipment, which is housed in the hamlet of Busti, in said Fire Protection District #1, and

Whereas, the Town Board of the Town of Busti, has by resolution adopted after notice and public hearing under the provisions of Section 184 of the Town Law and Section 209-b of the General Municipal Law authorized the execution of a contract with the two above-mentioned fire departments for the furnishing by them of fire protection, emergency service, and emergency ambulance service in such Busti Fire Protection District #1, and has made provisions for the assessment and the collection of a tax to cover the cost of such protection, and

Whereas, the aforesaid fire departments have taken appropriate action authorizing the making and execution of this contract for the furnishing of fire protection, emergency service, and emergency ambulance service in such Busti District #1, and

Whereas, the Board of Trustees of the Village of Lakewood has, by appropriate resolution, authorized the use of the fire trucks, fire fighting equipment, and emergency and ambulance equipment of said Village for rendering assistance in such Busti Fire Protection District, and has authorized the execution of this contract,

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties to this agreement have agreed and do hereby contract as follows:

1. The Busti Fire Department, Inc., and the Lakewood Fire Co., Inc. do agree each for itself and its members, that they will furnish the services and efforts of their members and utilize and operate the fire fighting equipment, emergency equipment, and ambulance equipment available to them, in fighting and extinguishing fires and providing emergency service and emergency ambulance service as set forth in Section 209-b of the General Municipal Law in said Busti Fire Protection District #1 and agree that they will from time to time make inspections of properties and fire hazards in such District and suggest precaution and methods of fire prevention in such District for the Benefit and use of the inhabitants of such District, for a period of one (1) year beginning January 1, 2005.

2. The Lakewood Fire Co., Inc., and the Busti Fire Department, Inc. shall make, and from time to time modify, practical plans and arrangements for the division of work and responsibility in the making of inspections and in fighting small fires and the provision of emergency service and emergency service and emergency ambulance service located in the areas of the Busti Fire Protection District #1, most conveniently reached by one or the other of such fire departments, and arrangements to provide for the joint service of all large and dangerous fires, emergencies, and emergency ambulance services and to provide for a single-handed direction and control of fire fighting, emergency, and ambulance equipment of the two departments and of the efforts and work of the members thereof and of the fire fighting, emergency, and emergency ambulance methods employed when the two departments are engaged jointly in fighting fires or providing emergency or emergency ambulance services.

3. In consideration of the aforesaid services and protection to be rendered departments, the Town of Busti agrees that it will levy a tax a tax on all real property located in the Busti Fire Protection District #1 for the years as follows:

2005 - \$208,891

2006 - \$214,114

2007 - \$219,467

2008 - \$224,954

2009 - \$230,578

and that annually during the term of this contact, it will pay 50% of the total amount thus collected to the treasurer of the party of the third part and the remaining 50% of the amount thus collected as hereinbefore set forth, to the treasurer of the party of the fourth part, and that annually during said term of this contract, it will pay 50% of the total amount collected from foreign insurance tax under Section 9104 of the Insurance Law of the State of New York, to the Busti Fire Department, Inc. and the remaining 50% of the amount thus collected from foreign insurance under said Insurance Law to the Lakewood Fire Co., Inc.

This agreement may be re-opened by the Busti Fire Department, Inc. and Lakewood Fire Co., Inc. on the 3rd anniversary of this agreement by giving written notice thirty (30) days in advance to Town of Busti and Village of Lakewood.

4. The Town of Busti agrees that it will adequately insure itself for and against all liability imposed upon it by the provisions of Section 205 of the General Municipal Law for death or injury to members of the Lakewood Fire Co., Inc. and the Busti Fire Department, Inc. performing services or rendering assistance in the Town of Busti, including its liability to such firemen for injuries or death caused while going to or returning from a fire, or answering a call, or by any means of travel, transportation or conveyance whatever. The town agrees that such insurance coverage will be provided under the Chautauqua County Mutual Self-Insurance Plan adopted by the Chautauqua County Legislature pursuant to the authority of Paragraph 3-a of Section 50 of the New York Worker's Compensation Law, under which plan the town is now insured, or such insurance will be secured from some responsible and approved insurance company which issues policies covering liability under Section 205 of the General Municipal Law.

5. The Village of Lakewood and the Lakewood Fire Co., Inc. agree that the amount paid by the town to the Lakewood Fire Co., Inc. under the provisions of the foregoing Paragraph 3 shall be expended by the Lakewood Fire Co., Inc. to pay, or to reimburse the Village of Lakewood for the costs to such village and/or Lakewood Fire Co., Inc. for furnishing fire protection service, emergency service, and emergency ambulance service in Busti Fire Protection District #1, including the cost of the village and/or Lakewood Fire Co., Inc. of gasoline, oil, chemicals, and other supplies used in such services and any additional insurance or other costs to the village and/or Lakewood Fire Co., Inc. resulting from furnishing such services.

6. The parties of third part and fourth part each agree to provide the other parties to this agreement copies of financial statements no later than April 15 of each year covering the period ending December 31 of the preceding year.

7. Any party to this contract shall have the option to terminate the same at the expiration of any calendar year during the term of this contract by giving all other

parties to said contract written notice of such termination which shall be sent to the other parties, registered or certified mail, bearing postmark no later than July 15 of the year preceding such termination date.

8. Unless sooner terminated under the provisions of Section 6 hereof, this contract shall terminate and be void on the 31st day of December, the year Two Thousand Nine.

IN WITNESS WHEREOF, the parties above-named have caused this agreement to be executed in quadruplicate and their respective seals to be thereunto affixed by their duly authorized officers.

RESOLVED, that the supervisor be authorized to enter into the following police agreement with the Village of Lakewood:

#### AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of December, 2007, by and between:

VILLAGE OF LAKEWOOD, a municipal corporation as defined by General Municipal Law, Section 119-n.a. of the State of New York, party of the first part, and hereinafter referred to as LAKEWOOD,

and the

TOWN OF BUSTI, a municipal corporation as defined by the aforesaid statutes, party of the second part, and hereinafter referred to as BUSTI,

#### WITNESSETH:

WHEREAS, Busti is empowered to operate and maintain a police department in accordance with the provisions of the Town Law, Section 150, of the State of New York; and

WHEREAS, Lakewood is empowered to operate and maintain a police department pursuant to Section B-800 of the Village law of the State of New York and presently operates and maintains such a department by assessment on property in Lakewood; and

WHEREAS, Busti is empowered to enter into an agreement on contractual basis with Lakewood for the provision by Lakewood of police and law enforcement services to Busti pursuant to Section 119-o of the General Municipal Law of the State of New York, subject to approval of both the Town Board of Busti and the Village Board of Trustees of Lakewood; and

WHEREAS, the following provisions have been duly approved by a majority vote of the Town Board of Busti on December 3, 2007 and by a majority vote of the Board of Trustees of Lakewood on December \_\_\_\_, 2007.

THE PARTIES HERETO AGREE AS FOLLOWS:

(1). STATEMENT OF AGREEMENT: Lakewood agrees to provide law enforcement and police protection to Busti during the term of this Agreement and Busti agrees to engage Lakewood by and through its police department to provide such service in accordance with and subject to the terms of this Agreement.

(2). LEGAL BASIS: This Agreement is authorized pursuant to and by Article 5-G, Section 119-o, of the General Municipal Law of the State of New York.

(3). DELIVERY OF SERVICES:

(A). Service Area: Lakewood shall provide law enforcement protection within the corporate limits of Busti.

(B). Enforcement Responsibilities: The Police Department of Lakewood shall enforce state statutes, and all other laws and/or ordinances within the corporate limits of Busti including Town laws and ordinances.

(C). Quality of Service: The Lakewood Police Department shall deliver twenty-four (24) hours of law enforcement protection and police protection during each and every day that this Agreement is in effect.

(D). How Delivered: The Lakewood Police Department shall provide such police officers and patrol cars as are necessary to maintain an adequate patrol for Busti and shall provide service to Busti equivalent and comparable to that provided to Lakewood.

(E). Reporting: The Chief of Police of Lakewood shall provide to Busti a monthly report of activities generated as a result of this Agreement. The report shall include the number of calls for service, reported crimes, arrests, crimes cleared by arrests, traffic citations, court appearances, and items of recovered property and all other statistics and/or management information that may be requested by the Town Board of the Town of Busti. Lakewood's Chief of Police, or such person or persons as he designates shall attend Town Board meetings of Busti for the purpose of making such reports and answering inquiries of the members of the Town Board of Busti and/or of the general public as may be present at the first regularly scheduled Town Board meeting of each month and when otherwise requested by Busti.

(F). Service Management: Except as provided in Subsections (d) and (e) hereof, the planning, organization, scheduling, direction, and supervision of the Lakewood Police Department and all other matters in and to the delivery of law enforcement services to

Busti shall be determined by the Chief of Police of the Village of Lakewood and the Village Board of the Village of Lakewood. The Chief of Police of the Village of Lakewood shall retain exclusive authority over the activities of this personnel working in Busti.

(G). Responsiveness: The Police Department of Lakewood shall give prompt and adequate consideration to all requests of Busti regarding the delivery of law enforcement services. The Chief of Police of Lakewood shall comply with these requests if they are consistent with law enforcement practices and within the scope of this Agreement.

(H). Dispute Resolution: Any conflict between the parties regarding the extent or manner of the performance of the law enforcement services delivered to Busti shall be referred to the Chief of Police of Lakewood, or her or his designee, for resolution. In the event the decision is unsatisfactory to Busti, Busti will notify the mayor of the Village of Lakewood and such dispute shall then be referred to a meeting of Lakewood's mayor, Busti's supervisor, and such dispute shall then be referred to a meeting of Lakewood's mayor, Busti's supervisor and such other party as shall be jointly designated by the mayor and supervisor for a final determination.

(I). Name: The Police Department of Lakewood shall be known as Lakewood-Busti Police Department: and all references to such police department including stationery, phone calls answered by such department, markings on motor vehicles identifying such police department, and any and all references to such department whatsoever shall also characterize such department in such manner.

(J). Court Facilities: Lakewood shall provide to Busti on a nonexclusive basis facilities to utilize for purposes of holding Town Court. Lakewood shall be responsible for maintenance, insurance and utilities with respect to the same.

(4). RESOURCES:

(A). Responsibilities: Except as otherwise stipulated, Lakewood shall furnish all labor, equipment, facilities, and supplies required to provide law enforcement services to Busti.

(B). Individual ownership: Lakewood shall retain title to all property which it has acquired in the operation of its department, and which it hereafter acquires during the term of this Agreement, to fulfill its obligations under this Agreement.

(C). Liability: Lakewood shall assume liability for, defend against, and secure the Town of Busti from all costs or damages or injury, to persons or property caused by any employees of Lakewood and arising out of the performance of this Agreement, and hold Busti harmless with respect thereto.

(D). Personnel:

((1)). Employment Status: For purposes of this Agreement only, all persons employed by Lakewood providing law enforcement services and police services to Busti shall be Lakewood officers or employees and they shall not have any benefit, status, or right of Busti-employment.

((2)). Payment: Busti shall not be liable for the direct payment of salaries, wages, or other compensation to Lakewood officers or Lakewood employees providing law enforcement services to Busti.

((3)). Indemnity: Any police officers Performing services under this Agreement shall be deemed employees of Lakewood for the purposes of the unemployment laws, Worker's Compensation Laws and disability benefits laws and Busti shall not be responsible for any benefits there under.

((4)). Municipal Agency: For the sole purpose of giving official status to their acts when performing municipal functions within the scope of this Agreement, every Lakewood officer or employee engaged in providing law enforcement services to Busti shall be considered a law official of Busti in accordance with a local law previously adopted by Busti.

(5). FEES:

(A). Total Sum: Busti shall pay to Lakewood the sum of Three Hundred Thousand Dollars (\$300,000) during calendar year 2008; Three Hundred Ten Thousand Dollars (\$310,000) during calendar year 2009; Three Hundred Twenty Thousand Dollars (\$320,000) during calendar year 2010; Three Hundred Thirty Thousand Dollars (\$330,000) during calendar year 2011, and Three Hundred Forty Thousand Dollars (\$340,000) during calendar year 2012 for law enforcement protection and police protection delivered during the term of this Agreement. Busti shall provide the Town Court with court officers in accordance with current practice.

(B). Manner of Payment: Payments from Busti to Lakewood shall be made in semi-annual installments, one half of the amount so due to be paid on or before February 15, of each year, and the remaining sum to be paid on or before August 15, of each year.

(6). TERMINATION OF AGREEMENT:

(A). Delinquency: In the event that Busti does not make payment within thirty (30) days after the date due, Lakewood may terminate this Agreement. Busti shall be liable for general enforcement services rendered to the time of termination.

(B). Termination by Notification: The term of this agreement shall be five years (January 1, 2008 through December 31, 2012). Prior to November 15, 2010, the Town Board of Busti shall notify the Village Board of Lakewood in the event that Busti does not wish to continue this agreement for the remaining portion of the term (2 years).

Failure to so notify Lakewood by November 15, 2010 will automatically result in this contract continuing in full force and effect for the full term.

(7). AUTHORIZATION: This Agreement is made and executed pursuant to a resolution of the Town Board of the Town of Busti adopted on December 3, 2007, and pursuant to a resolution adopted by the Village Board of Trustees of the Village of Lakewood on December \_\_\_\_\_, 2007.

(8). EXECUTION: The parties hereto have executed this Agreement the date and year first above written.

### **CHAUTAUQUA AGREEMENT**

THIS AGREEMENT made and entered into this 5th day of January, 2009 by and between:

THE TOWN OF CHAUTAUQUA, a municipal corporation as defined by General Municipal Law, Section 119-N (a), of the State of New York, party of the first part, and hereinafter referred to as "CHAUTAUQUA",

and

THE TOWN OF BUSTI, a municipal corporation as defined by the aforesaid statute, party of the second part, hereinafter referred to as "BUSTI".

#### WITNESSETH:

WHEREAS, BUSTI is empowered and required by law to have an Assessor in accordance with the provisions of Section 20 of the Town Law of the State of New York, and presently has in the office of the Assessor a single appointed Assessor, and

WHEREAS, CHAUTAUQUA is empowered to name and designate an Assessor pursuant to the same statute; and

WHEREAS, CHAUTAUQUA is empowered to enter into an agreement on a contractual basis with BUSTI for the provision by BUSTI of an Assessor to CHAUTAUQUA pursuant to Section 119-o of the General Municipal Law of the State of New York, subject to approval by both the Town Board of BUSTI and the Town Board of CHAUTAUQUA; and

WHEREAS, the following provisions have been duly approved by a majority vote of the Town Board of BUSTI and by a majority vote of the Town Board of the Town of CHAUTAUQUA, the parties hereto agree as follows:

(1) Statement of Agreement: BUSTI agrees to provide its Assessor to CHAUTAUQUA during the term of this Agreement, and CHAUTAUQUA agrees to engage BUSTI by and through its Assessor to provide such service in accordance with the subject to the terms of this Agreement.

(2) Legal Basis: This Agreement is authorized pursuant to and by Article 5-G, Section 119-0, of the General Municipal Law of the State of New York.

(3) Delivery of Services:

(a) Service Area: BUSTI shall provide an Assessor to assess all real property located within the Town of Chautauqua.

(b) Assessing Responsibilities: The Assessor of BUSTI shall provide CHAUTAUQUA an assessment roll in accordance with the provisions of the Town and Real Property Tax Law. As part of his duties, assessor shall supervise town-wide revaluations every third year, review and advise the Town Board and Town Attorney concerning any tax certiorari suits commenced against the Town, and furnish a monthly written report, if requested, on the activities and status of matters in the assessor's office. Additionally, BUSTI's Assessor shall attend any and all meetings of the Board of Assessment Review of CHAUTAUQUA, as CHAUTAUQUA shall require, and at such meetings shall submit all such information as may be necessary to support any assessment or assessments determined by BUSTI's Assessor which may be under review by CHAUTAUQUA's Board of Assessment Review. Assessor shall not routinely be required to attend Town Board meetings.

(c) Personnel Policies: Planning, organization, scheduling, direction, supervision of the BUSTI Assessor, any and all other matters in and to the delivery of assessing services to CHAUTAUQUA shall be determined by the Town Board of BUSTI. The Town Board of BUSTI and its Assessor shall retain exclusive authority over the personnel of BUSTI working in and for CHAUTAUQUA.

(d) Dispute Resolution: Any conflict between the parties concerning the extent or manner of the performance of assessing service delivered to CHAUTAUQUA not set out in this Agreement, shall be resolved by the Town Board of BUSTI whose decision shall be final and conclusive.

(e) Dedication of Time: BUSTI'S Assessor shall devote at least 2 (two) days per week to CHAUTAUQUA's assessing and shall be present at the CHAUTAUQUA Assessor's Offices or in the field for its benefit for such time period. It is understood that BUSTI's Assessor will also conduct assessing functions for the Town of North Harmony at the Chautauqua Assessor's Office.

(4) Resources:

(a) Office Expenses: Unless otherwise set out herein, CHAUTAUQUA shall furnish all other required personnel, office equipment, office space, utilities, postage, and supplies required to provide assessing services for CHAUTAUQUA. Assessor and/or assessing personnel shall furnish his own automobile and only be reimbursed for necessary mileage incurred after having first reported to the CHAUTAUQUA Assessor's Office.

(b) Individual Ownership: BUSTI shall retain title to all property which it has acquired in the operation of its assessing department, and which it hereafter acquires during the term of this Agreement, to fulfill its obligations under this Agreement.

(c) Expenses to be paid by CHAUTAUQUA: CHAUTAUQUA shall pay any and all costs associated with providing it and BUSTI's Assessor with a computerized printing of CHAUTAUQUA's assessment roll and any and all incidental charges for notebooks, delivery and revision to such printed roll. CHAUTAUQUA shall also bear any and all costs for any postage for notices required to be sent to owners of property located within CHAUTAUQUA relative to any change in assessment and the cost of any publication of any and all notices required by law to be published relative to the preparation of the assessment roll.

(d) Liabilities of CHAUTAUQUA: CHAUTAUQUA shall bear all liabilities associated with any erroneous, illegal, or inappropriate assessment made by BUSTI's Assessor while performing his duties pursuant to this Agreement, and shall hold BUSTI harmless with respect thereto.

Similarly, CHAUTAUQUA shall pay any and all costs associated with any re-evaluation of CHAUTAUQUA property ordered by any Court or which may be ordered by the Town Board of CHAUTAUQUA, on any and all real property located within CHAUTAUQUA. Additionally, CHAUTAUQUA shall be solely responsible for any and all legal expenses incurred in defending any litigation which way accrue as a result of any assessment imposed by Assessor and/or the Board of Assessment Review of CHAUTAUQUA, and shall further pay any and all costs associated with any appraisal of real property located in CHAUTAUQUA ordered by BUSTI's Assessor, after consultation with the Town Board of CHAUTAUQUA, to supplement any assessment determination made by BUSTI's Assessor.

(e) Records of CHAUTAUQUA: All assessing records of CHAUTAUQUA shall be maintained at, and all assessing functions of CHAUTAUQUA shall be conducted by BUSTI's Assessor at the CHAUTAUQUA Assessor's Office, 2 Academy Street, Mayville, New York, 14757, during regular office hours.

(f) Designation of Assessor: The Assessor of BUSTI shall by resolution of CHAUTAUQUA be designated as CHAUTAUQUA's Assessor.

(5) Fees:

(a) Total Sum: CHAUTAUQUA shall pay to BUSTI the annual sum of seventeen thousand two hundred dollars (\$17,200.00) for providing its Assessor pursuant to this Agreement.

(b) Manner of Payment: CHAUTAUQUA shall pay BUSTI eight thousand six hundred dollars (\$8,600.00) on February 1, 2009, and the same amount on July 1, 2009.

(c) Delinquency: In the event that CHAUTAUQUA does not make payment within ten (10) days after the date due, BUSTI may terminate this Agreement. CHAUTAUQUA shall be liable for Assessor rendered to the time of termination on prorated basis.

(6) Term: The term of this Agreement shall be for a period of 12 months, commencing on January 1, 2009, and continuing to December 31, 2009.

(7) Authorization: This Agreement is made and executed pursuant to a resolution of the Town Boards of the Town of Busti, adopted on January 5, 2009, and the Town of Chautauqua adopted on January \_\_\_\_, 2009.

(8) Execution: The parties hereto have executed this Agreement the day and year first above written.

**TOWN OF ELLERY ASSESSING AGREEMENT**

THIS AGREEMENT made and entered into this 5th day of January, 2009 by and between:

THE TOWN OF ELLERY, a municipal corporation as defined by General Municipal Law, Section 119-N (a) of the State of New York, party of the first part, and hereinafter referred to as "ELLERY",

and

THE TOWN OF BUSTI, a municipal corporation as defined by the aforesaid statute, party of the second part, hereinafter referred to as "BUSTI".

WITNESSETH:

WHEREAS, BUSTI is empowered and required to have an Assessor in accordance with the provisions of the Town Law, Section 20, of the State of New York, and presently contains in the office of the Assessor, a single appointed Assessor, and

WHEREAS, ELLERY is empowered to name and designate an Assessor pursuant to the same statute; and

WHEREAS, ELLERY is empowered to enter into an agreement on contractual basis with Busti for the provision by Busti of an Assessor to ELLERY pursuant to Section 119-0 of the General Municipal Law of the State of New York, subject to approval by both the Town Board of BUSTI and the Town Board of ELLERY; and

WHEREAS, the following provisions have been duly approved by a majority vote of the Town Board of BUSTI and by a majority vote of the Town Board of the Town of ELLERY, the parties hereto agree as follows:

(1) Statement of Agreement: BUSTI agrees to provide its Assessor to ELLERY during the term of this Agreement, and ELLERY agrees to engage BUSTI by and through its Assessor to provide such service in accordance with the subject to the terms of this Agreement.

(2) Legal Basis: This Agreement is authorized pursuant to and by Article 5-G, Section 119-0, of the General Municipal Law of the State of New York.

(3) Delivery of Services:

(a) Service Area: BUSTI shall provide an Assessor to assess all real property located within the Town of Ellery, including the Village of Bemus Point.

(b) Assessing Responsibilities: The Assessor of BUSTI shall provide ELLERY an assessment roll in accordance with the provisions of the Town and Real Property Tax Law. As part of his duties, assessor shall supervise town-wide revaluations every third year, review and advise the Town Board and Town Attorney concerning any tax certiorari suits

commenced against the Town, and furnish a monthly written report, if requested, on the activities and status of matters in the assessor's office. Additionally, BUSTI's Assessor shall attend any and all meetings of the Board of Assessment Review of ELLERY, as ELLERY shall require, and at such meetings submit all such information as may be necessary to support any assessment or assessments determined by BUSTI's Assessor which may be under review by ELLERY's Board of Assessment Review. Assessor shall not routinely be required to attend Town Board meetings.

(c) Personnel Policies: Planning, organization, scheduling, direction, supervision of the BUSTI Assessor, any and all other matters in and to the delivery of assessing services to ELLERY shall be determined by the Town Board of BUSTI. The Town Board of BUSTI and its Assessor shall retain exclusive activities over the personnel of BUSTI working in and for ELLERY.

(d) Dispute Resolution: Any conflict between the parties concerning the extent or manner of the performance of assessing service delivered to ELLERY not set out in the agreement, shall be resolved by the Town Board of BUSTI whose decision shall be final and conclusive.

(e) Dedication of Time: BUSTI'S Assessor will not have regularly scheduled hours at the ELLERY Assessor's Office, but rather will be available at any time by phone and will attend scheduled meetings and/or appointments that are made on the Assessor's behalf.

(4) Resources:

(a) Office Expenses: Unless otherwise set out herein, ELLERY shall furnish all other required personnel, office equipment, office space, utilities, postage, and supplies required to provide assessing services for ELLERY. Assessor shall furnish his own automobile and only be reimbursed for necessary mileage incurred after having first reported to the ELLERY office.

(b) Individual Ownership: BUSTI shall retain title to all property which it has acquired in the operation of its assessing department, and which it hereafter acquires during the term of this Agreement, to fulfill its obligations under this Agreement.

(c) Expenses to be paid by ELLERY: ELLERY shall pay any and all costs associated with providing it and BUSTI's Assessor with a computerized printing of ELLERY'S assessment roll and any and all incidental charges for notebooks, delivery and revision to such printed roll. ELLERY, shall also bear any and all costs for any postage for notices required to be sent to owners of property located within the Town of ELLERY relative to any change in assessment and the cost of any publication of any and all notices required by law to be published relative to the preparation of the assessment roll.

(d) Liabilities of ELLERY: ELLERY shall bear all liabilities associated with any erroneous, illegal, or inappropriate assessment made by BUSTI's Assessor while performing his duties pursuant to this Agreement, and shall hold BUSTI harmless with respect thereto.

Similarly, ELLERY, shall pay any and all costs associated with any re-evaluation of ELLERY property ordered by any Court or which may be ordered by the Town Board of ELLERY, on any and all real property located within ELLERY. Additionally, ELLERY shall be solely responsible for any and all legal expenses incurred in defending any litigation which

way accrue as a result of any assessment imposed by Assessor and/or the Board of Assessment Review of ELLERY, and shall further pay any and all costs associated with any appraisal of real property located in ELLERY ordered by BUSTI's Assessor, after consultation with the Town Board of ELLERY, to supplement any assessment determination made by BUSTI's Assessor.

(e) Records of ELLERY: All assessing records of ELLERY shall be maintained at, and all assessing functions of ELLERY shall be conducted by BUSTI's Assessor at ELLERY's Bemus Point office during regular office hours.

(f) Designation of Assessor: The Assessor of BUSTI shall by resolution of ELLERY be designated as ELLERY'S Assessor.

(5) Fees:

(a) Total Sum: ELLERY shall pay to BUSTI the annual sum of fourteen thousand dollars (\$14,000.00) for providing Assessor pursuant to this Agreement.

(b) Manner of Payment: ELLERY pay BUSTI seven thousand dollars (\$7,000.00) on February 1, 2008, and the same amount on July 1, 2009.

(c) Delinquency: In the event that ELLERY does not make payment within ten (10) days after the date due, BUSTI may terminate this Agreement. ELLERY shall be liable for Assessor's services rendered to the time of termination on prorated basis.

(d) Term: The term of this Agreement shall be for a period of 12 months, commencing on January 1, 2009, and continuing to December 31, 2009.

(6) Authorization: This Agreement is made and executed pursuant to a resolution of the Town Boards of the Town of BUSTI adopted on January 2, 2009 and Town of ELLERY adopted on January \_\_\_, 2009.

(7) Execution: The parties hereto have executed this Agreement the day and year first above written.

**TOWN OF NORTH HARMONY ASSESSING AGREEMENT**

THIS AGREEMENT made and entered into this 5th day of January, 2009 by and between:

THE TOWN OF NORTH HARMONY, a municipal corporation as defined by General Municipal Law, Section 119-N (a), of the State of New York, party of the first part, and hereinafter referred to as "NORTH HARMONY",

and

THE TOWN OF BUSTI, a municipal corporation as defined by the aforesaid statute, party of the second part, hereinafter referred to as "BUSTI".

WITNESSETH:

WHEREAS, BUSTI is empowered and required by law to have an Assessor in accordance with the provisions of Section 20 of the Town Law of the State of New York, and presently has in the office of the Assessor a single appointed Assessor, and

WHEREAS, NORTH HARMONY is empowered to name and designate an Assessor pursuant to the same statute; and

WHEREAS, NORTH HARMONY is empowered to enter into an agreement on a contractual basis with BUSTI for the provision by BUSTI of an Assessor to NORTH HARMONY pursuant to Section 119-o of the General Municipal Law of the State of New York, subject to approval by both the Town Board of BUSTI and the Town Board of NORTH HARMONY; and

WHEREAS, the following provisions have been duly approved by a majority vote of the Town Board of BUSTI and by a majority vote of the Town Board of the Town of NORTH HARMONY, the parties hereto agree as follows:

(1) Statement of Agreement: BUSTI agrees to provide its Assessor to NORTH HARMONY during the term of this Agreement, and NORTH HARMONY agrees to engage BUSTI by and through its Assessor to provide such service in accordance with the subject to the terms of this Agreement.

(2) Legal Basis: This Agreement is authorized pursuant to and by Article 5-G, Section 119-0, of the General Municipal Law of the State of New York.

(3) Delivery of Services:

(a) Service Area: BUSTI shall provide an Assessor to assess all real property located within the Town of North Harmony.

(b) Assessing Responsibilities: The Assessor of BUSTI shall provide NORTH HARMONY an assessment roll in accordance with the provisions of the Town and Real Property Tax Law. As part of his duties, assessor shall supervise town-wide revaluations every third year, review and advise the Town Board and Town Attorney concerning any tax certiorari suits commenced against the Town, and furnish a monthly written report, if requested, on the activities and status of matters in the assessor's office. Additionally, BUSTI's Assessor shall attend any and all meetings of the Board of Assessment Review of NORTH HARMONY, as NORTH HARMONY shall require, and at such meetings shall submit all such information as may be necessary to support any assessment or assessments determined by BUSTI's Assessor which may be under review by NORTH HARMONY's Board of Assessment Review. Assessor shall not routinely be required to attend Town Board meetings.

(c) Personnel Policies: Planning, organization, scheduling, direction, supervision of the BUSTI Assessor, any and all other matters in and to the delivery of assessing services to NORTH HARMONY shall be determined by the Town Board of BUSTI. The Town Board of BUSTI and its Assessor shall retain exclusive authority over the personnel of BUSTI working in and for NORTH HARMONY.

(d) Dispute Resolution: Any conflict between the parties concerning the extent or manner of the performance of assessing service delivered to NORTH HARMONY not set out in this

Agreement, shall be resolved by the Town Board of BUSTI whose decision shall be final and conclusive.

(e) Dedication of Time: BUSTI'S Assessor shall devote at least 2 (two) days per week to CHAUTAUQUA and NORTH HARMONY's assessing and shall be present at the CHAUTAUQUA / NORTH HARMONY's Assessor's Offices or in the field for its benefit for such time period.

(4) Resources:

(a) Office Expenses: Unless otherwise set out herein, NORTH HARMONY shall furnish all other required personnel, office equipment, office space, utilities, postage, and supplies required to provide assessing services for NORTH HARMONY. Assessor and/or assessing personnel shall furnish his own automobile and only be reimbursed for necessary mileage incurred after having first reported to the CHAUTAUQUA / NORTH HARMONY Assessor's Office.

(b) Individual Ownership: BUSTI shall retain title to all property which it has acquired in the operation of its assessing department, and which it hereafter acquires during the term of this Agreement, to fulfill its obligations under this Agreement.

(c) Expenses to be paid by NORTH HARMONY: NORTH HARMONY shall pay any and all costs associated with providing it and BUSTI's Assessor with a computerized printing of NORTH HARMONY'S assessment roll and any and all incidental charges for notebooks, delivery and revision to such printed roll. NORTH HARMONY shall also bear any and all costs for any postage for notices required to be sent to owners of property located within NORTH HARMONY relative to any change in assessment and the cost of any publication of any and all notices required by law to be published relative to the preparation of the assessment roll.

(d) Liabilities of NORTH HARMONY: NORTH HARMONY shall bear all liabilities associated with any erroneous, illegal, or inappropriate assessment made by BUSTI's Assessor while performing his duties pursuant to this Agreement, and shall hold BUSTI harmless with respect thereto.

Similarly, NORTH HARMONY shall pay any and all costs associated with any re-evaluation of NORTH HARMONY property ordered by any Court or which may be ordered by the Town Board of NORTH HARMONY, on any and all real property located within NORTH HARMONY. Additionally, NORTH HARMONY shall be solely responsible for any and all legal expenses incurred in defending any litigation which way accrue as a result of any assessment imposed by Assessor and/or the Board of Assessment Review of NORTH HARMONY, and shall further pay any and all costs associated with any appraisal of real property located in NORTH HARMONY ordered by BUSTI's Assessor, after consultation with the Town Board of NORTH HARMONY, to supplement any assessment determination made by BUSTI's Assessor.

(e) Records of NORTH HARMONY: All assessing records of NORTH HARMONY shall be maintained at, and all assessing functions of NORTH HARMONY shall be conducted by BUSTI's Assessor at the CHAUTAUQUA / NORTH HARMONY Assessor's Office, 2 Academy Street, Mayville, New York, 14757, during regular office hours.

(f) Designation of Assessor: The Assessor of BUSTI shall by resolution of NORTH HARMONY be designated as NORTH HARMONY'S Assessor.

(5) Fees:

(a) Total Sum: NORTH HARMONY shall pay to BUSTI the annual sum of twenty-four thousand dollars (\$24,000.00) for providing its Assessor pursuant to this Agreement.

(b) Manner of Payment: NORTH HARMONY shall pay BUSTI twelve thousand dollars (\$12,000.00) on February 1, 2009, and the same amount on July 1, 2009.

(c) Delinquency: In the event that NORTH HARMONY does not make payment within ten (10) days after the date due, BUSTI may terminate this Agreement. NORTH HARMONY shall be liable for Assessor's services rendered to the time of termination on prorated basis.

(6) Term: The term of this Agreement shall be for a period of 12 months, commencing on January 1, 2009, and continuing to December 31, 2009.

(7) Authorization: This Agreement is made and executed pursuant to a resolution of the Town Boards of the Town of Busti, adopted on January 5, 2009, and the Town of North Harmony, adopted on January \_\_\_\_, 2009.

(8) Execution: The parties hereto have executed this Agreement the day and year first above written.

**HARMONY ASSESSING AGREEMENT**

**AGREEMENT**

THIS AGREEMENT made and entered into this 5th of January, 2009, by and between:

THE TOWN OF HARMONY, a municipal corporation as defined by General Municipal Law, Section 119-N (a) of the State of New York, party of the first part, and hereinafter referred as "HARMONY",

and,

THE TOWN OF BUSTI, a municipal corporation as defined by the aforesaid statute, party of the second part, hereinafter referred to as "BUSTI".

WITNESSETH:

WHEREAS, BUSTI is empowered and required to have an Assessor in accordance with the provisions of the Town Law, Section 20, of the State of New York, and presently contains in the office of the Assessor, a single appointed Assessor, and

WHEREAS, HARMONY is empowered to name and designate an Assessor pursuant to the same statute; and

WHEREAS, HARMONY is empowered to enter into an agreement on contractual basis with BUSTI for the provision by BUSTI of an Assessor and assessing services to

HARMONY pursuant to Section 119-0 of the General Municipal Law of the State of New York, subject to approval by both the Town Board of BUSTI and the Town Board of HARMONY; and

WHEREAS, the following provisions have been duly approved by a majority vote of the Town Board of BUSTI and by a majority vote of the Town Board of the Town of HARMONY, the parties hereto agree as follows:

(1). Statement of Agreement: BUSTI agrees to provide its Assessor and assessing services to HARMONY during the term of this Agreement, and HARMONY agrees to engage BUSTI by and through its Assessor and assessing office to provide such service in accordance with the subject to the terms of this Agreement.

(2). Legal Basis: This Agreement is authorized pursuant to and by Article 5-G, Section 119-0, of the General Municipal Law of the State of New York.

(3). Delivery of Services:

(a) Service Area: BUSTI shall provide as Assessor to assess all real property located in the within the corporate limits of HARMONY.

(b) Assessing Responsibilities: The Assessor of BUSTI shall provide HARMONY an assessment roll in accordance with the provisions of the Town and Real Property Tax Law. Additionally, BUSTI's Assessor shall attend any and all meetings of the Board of Assessment Review of HARMONY, as Harmony shall require and at such meeting submit all such information as may be necessary to support any assessment or assessments determined by BUSTI's Assessor which may be under review by HARMONY's Board of Assessment Review. The Assessor of BUSTI shall not be obligated to attend any other meetings of the Board of Trustees for the purpose of reviewing specific assessments or the character and quality of such assessments provided by such Assessor.

(c) Personnel Policies: Planning, organization, scheduling, direction, supervision of the BUSTI Assessor, any and all other matters in and to the delivery of assessing services to HARMONY shall be determined by the Town Board of BUSTI. The Town Board of BUSTI and its Assessor shall retain exclusive activities over the personnel of BUSTI working in and for HARMONY.

(d) Dispute Resolution: Any conflict between the parties concerning the extent or manner of the performance of assessing service delivered to HARMONY shall be resolved by the Town Board of BUSTI whose decision shall be final and conclusive.

(4). Resources:

(a) Except as otherwise stipulated, BUSTI shall furnish all labor, equipment, facilities and supplies required to provide assessing services to HARMONY

including offices, telephone services, labor, daily transactions, but excluding photographic expenses, postage, stationery, and long distance telephone charges and mileage.

(b) Individual Ownership: BUSTI shall retain title to all property which it has acquired in the operation of its assessing department, and which it hereafter acquires during the term of this Agreement, to fulfill its obligations under this Agreement.

(c) Expenses to be Paid by HARMONY: HARMONY shall pay any and all costs associated with providing it and BUSTI's Assessor with a computerized printing of HARMONY's assessment roll and any and all incidental charges for notebooks, delivery and revision to such printed roll. HARMONY, shall also bear any and all costs for any postage for notices required to be sent to owners of property located within the Town of HARMONY relative to any change in assessment and the cost of any publication of any and all notices required by law to be published relative to the preparation of the assessment roll.

(d) Liabilities of HARMONY: HARMONY shall bear all liabilities associated with any erroneous, illegal, or inappropriate assessment made by BUSTI's Assessor while performing his duties pursuant to this Agreement, and shall hold BUSTI harmless with respect thereto.

Similarly, HARMONY, shall pay any and all costs associated with any re-evaluation of HARMONY's property ordered by any Court or which may be ordered by the Town Board of HARMONY, on any and all real property located within HARMONY. Additionally, HARMONY, shall be solely responsible for any and all legal expenses incurred in defending any litigation which may accrue as a result of any assessment imposed by Assessor and/or the Board of Assessment Review of HARMONY, and shall further pay any and all costs associated with any appraisal of real property located in HARMONY ordered by HARMONY's Assessor, after consultation with the Town Board of HARMONY, to supplement any assessment determination made by BUSTI's Assessor.

(e) Records of HARMONY: All assessing records of HARMONY shall be maintained at, and all assessing functions of HARMONY shall be conducted by BUSTI's Assessor during his or her regular office hours at 121 Chautauqua Avenue, Lakewood, New York.

(f) Designation of Assessor: The Assessor of BUSTI shall by resolution of HARMONY be designated as HARMONY's Assessor.

(5). Fees:

(a) Total Sum: HARMONY shall pay to BUSTI the annual sum of seven Thousand thirty-one dollars (\$7,031.00) for providing assessing services pursuant to this Agreement.

(b) Manner of Payment: HARMONY shall pay BUSTI three thousand, five hundred fifteen dollars and fifty cents (\$3,515.50), on February 1, 2009, and the same amount on July 1, 2009.

(c) Delinquency: In the event that HARMONY does not make payment within ten (10) days after the date due, BUSTI may terminate this Agreement. HARMONY shall be liable for assessing services rendered to the time of termination on prorated basis.

(d) Term: The term of this Agreement shall be for a period of one year, commencing on January 1, 2008, and continuing to December 31, 2009.

(6). Authorization: This Agreement is made and executed pursuant to a resolution of the Town Board of the Town of BUSTI adopted on January 5, 2009.

(7). Execution: The parties hereto have executed this Agreement the day and year first above written.

### **KIANTONE ASSESSING AGREEMENT**

#### **AGREEMENT**

THIS AGREEMENT made and entered into this 5th day of January, 2009, by and between:

THE TOWN OF KIANTONE, a municipal corporation as defined by General Municipal Law, Section 110-N (a) of the State of New York, party of the first part, and hereinafter referred to as "KIANTONE",

and

THE TOWN OF BUSTI, a municipal corporation as defined by the aforesaid statute, party of the second part, hereinafter referred to as "BUSTI".

WITNESSETH:

WHEREAS, BUSTI is empowered and required to have an Assessor in accordance with the provisions of the Town Law, Section 20, of the State of New York, and presently contains in the office of the Assessor, a single appointed Assessor, and

WHEREAS, KIANTONE is empowered to name and designate an Assessor pursuant to the same statute; and

WHEREAS, Kiantone is empowered to enter into an agreement on contractual basis with Busti for the provision by Busti of an Assessor and assessing services to Kiantone pursuant to Section 119-0 of the General Municipal Law of the State of New York, subject to approval by both the Town Board of Busti and the Town Board of Kiantone; and

WHEREAS, the following provisions have been duly approved by a majority vote of the Town Board of Busti and by a majority vote of the Town Board of the Town of Kiantone, the parties hereto agree as follows:

(1). Statement of Agreement: Busti agrees to provide its Assessor and assessing services to Kiantone during the term of this Agreement, and Kiantone agrees to engage Busti by and through its Assessor and assessing office to provide such service in accordance with the subject to the terms of this Agreement.

(2). Legal Basis: This Agreement is authorized pursuant to and by Article 5-G, Section 119-0, of the General Municipal Law of the State of New York.

(3). Delivery of Services:

(a) Service Area: Busti shall provide as Assessor to assess all real property located in the within the corporate limits of Kiantone.

(b) Assessing Responsibilities: The Assessor of Busti shall provide Kiantone an assessment roll in accordance with the provisions of the Town and Real Property Tax Law. Additionally, Busti's Assessor shall attend any and all meetings of the Board of Assessment Review of Kiantone, as Kiantone shall require and at such meeting submit all such information as may be necessary to support any assessment or assessments determined by Busti's Assessor which may be under review by Kiantone's Board of Assessment Review. The Assessor of Busti shall not be obligated to attend any other meetings of the Board of Trustees for the purpose of reviewing specific assessments or the character and quality of such assessments provided by such Assessor.

(c) Personnel Policies: Planning, organization, scheduling, direction, supervision of the Busti Assessor, any and all other matters in and to the delivery of assessing services to Kiantone shall be determined by the Town Board of Busti. The Town Board of Busti and its Assessor shall retain exclusive activities over the personnel of Busti working in and for Kiantone.

(d) Dispute resolution: Any conflict between the parties concerning the extent or manner of the performance of assessing service delivered to Kiantone shall be resolved by the Town Board of Busti whose decision shall be final and conclusive.

(4). Resources:

(a) Except as otherwise stipulated, BUSTI shall furnish all labor, equipment, facilities and supplies required to provide assessing services to Kiantone including offices, telephone services, labor, daily transactions, but excluding photographic expenses, postage, stationery, and long distance telephone charges and mileage.

(b) Individual Ownership: BUSTI shall retain title to all property which it has acquired in the operation of its assessing department, and which it hereafter acquires during the term of this Agreement, to fulfill its obligations under this Agreement.

(c) Expenses to be Paid by Kiantone: Kiantone shall pay any and all costs associated with providing it and BUSTI's Assessor with a computerized printing of Kiantone's assessment roll and any and all incidental charges for notebooks, delivery and revision to such printed roll. Kiantone, shall also bear any and all costs for any postage for notices required to be sent to owners of property located within the Town of Kiantone relative to any change in assessment and the cost of any publication of any and all notices required by law to be published relative to the preparation of the assessment roll.

(d) Liabilities of Kiantone: Kiantone shall bear all liabilities associated with any erroneous, illegal, or inappropriate assessment made by BUSTI's Assessor while performing his duties pursuant to this Agreement, and shall hold BUSTI harmless with respect thereto.

Similarly, Kiantone, shall pay any and all costs associated with any re-valuation of Kiantone's property ordered by any Court or which may be ordered by the Town Board of Kiantone, on any and all real property located within Kiantone. Additionally, Kiantone shall be solely responsible for any and all legal expenses incurred in defending any litigation which may accrue as a result of any assessment imposed by Assessor and/or the Board of Assessment Review of Kiantone, and shall further pay any and all costs associated with any appraisal of real property located in Kiantone ordered by Kiantone's Assessor, after consultation with the Town Board of Kiantone, to supplement any assessment determination made by BUSTI's Assessor.

(e) Records of Kiantone: All assessing records of Kiantone shall be maintained at, and all assessing functions of Kiantone shall be conducted by BUSTI's Assessor during his or her regular office hours at 121 Chautauqua Avenue, Lakewood, New York.

(f) Designation of Assessor: The Assessor of BUSTI shall by resolution of Kiantone be designated as Kiantone's Assessor.

(5). Fees:

(a) Total Sum: Kiantone shall pay to BUSTI the annual sum of five

Thousand Three Hundred Sixty-eight dollars (\$5,368.00) for providing assessing services pursuant to this Agreement.

(b) Manner of Payment: Kiantone shall pay Busti two thousand, one hundred eight-four dollars (\$2,684.00) on March 1, 2009, and \$2,684.00 on August 1, 2009.

(c) Delinquency: In the event that Kiantone does not make payment within ten (10) days after the date due, Busti may terminate this Agreement. Kiantone shall be liable for assessing services rendered to the time of termination on prorated basis.

(d) Term: The term of this Agreement shall be for a period of 12 months, commencing on January 1, 2009 and continuing to December 31, 2010.

(6). Authorization: This Agreement is made and executed pursuant to a resolution of the Town Board of the Town of Busti adopted on January 5, 2009 and the Town of Kiantone on January \_\_\_\_, 2009.

(7). Execution: The parties hereto have executed this Agreement the day and year first above written.

**TOWN OF CARROLL ASSESSING AGREEMENT**

**AGREEMENT**

THIS AGREEMENT made and entered into this 5th day of January, 2009 by and between:

THE TOWN OF CARROLL, a municipal corporation as defined by General Municipal Law, Section 119-N (a) of the State of New York, party of the first part, and hereinafter referred to as "CARROLL",

and

THE TOWN OF BUSTI, a municipal corporation as defined by the aforesaid statute, party of the second part, hereinafter referred to as "BUSTI".

WITNESSETH:

WHEREAS, Busti is empowered and required to have an Assessor in accordance with the provisions of the Town Law, Section 20, of the State of New York, and presently contains in the office of the Assessor, a single appointed Assessor, and

WHEREAS, Carroll is empowered to name and designate an Assessor pursuant to the same statute; and

WHEREAS, Carroll is empowered to enter into an agreement on contractual basis with Busti for the provision by Busti of an Assessor to Carroll pursuant to Section 119-0 of the General Municipal Law of the State of New York, subject to approval by both the Town Board of Busti and the Town Board of Carroll; and

WHEREAS, the following provisions have been duly approved by a majority vote of the Town Board of Busti and by a majority vote of the Town Board of the Town of Carroll, the parties hereto agree as follows:

(1) Statement of Agreement: BUSTI agrees to provide its Assessor to CARROLL during the term of this Agreement, and CARROLL agrees to engage BUSTI by and through its Assessor to provide such service in accordance with the subject to the terms of this Agreement.

(2) Legal Basis: This Agreement is authorized pursuant to and by Article 5-G, Section 119-0, of the General Municipal Law of the State of New York.

(3) Delivery of Services:

(a) Service Area: BUSTI shall provide an Assessor to assess all real property located within the Town of CARROLL.

(b) Assessing Responsibilities: The Assessor of BUSTI shall provide CARROLL an assessment roll in accordance with the provisions of the Town and Real Property Tax Law. As part of his duties, assessor shall supervise town-wide revaluations every year on the Annual Reassessment program, review and advise the Town Board and Town Attorney concerning any tax certiorari suits commenced against the Town, and furnish a monthly written report, if requested, on the activities and status of matters in the assessor's office. Additionally, BUSTI's Assessor shall attend any and all meetings of the Board of Assessment Review of CARROLL, as CARROLL shall require, and at such meetings submit all such information as may be necessary to support any assessment or assessments determined by BUSTI's Assessor which may be under review by CARROLL's Board of Assessment Review. Assessor shall not routinely be required to attend Town Board meetings.

(c) Personnel Policies: Planning, organization, scheduling, direction, supervision of the BUSTI Assessor, any and all other matters in and to the delivery of assessing services to CARROLL shall be determined by the Town Board of BUSTI. The Town Board of BUSTI and its Assessor shall retain exclusive activities over the personnel of BUSTI working in and for CARROLL.

(d) Dispute Resolution: Any conflict between the parties concerning the extent or manner of the performance of assessing service delivered to CARROLL not set out in the agreement, shall be resolved by the Town Board of BUSTI whose decision shall be final and conclusive.

(e) Dedication of Time: BUSTI'S Assessor shall devote at least 3 (three) days per week to BUSTI and CARROLL's assessing and shall be present at the BUSTI / CARROLL Assessor's Offices or in the field for its benefit for such time period

(4) Resources:

(a) Office Expenses: Unless otherwise set out herein, CARROLL shall furnish all postage and NYS Office of Real Property Services required assessor software to provide assessing services for CARROLL. Assessor and staff shall furnish their own automobile and only be reimbursed for necessary mileage incurred after having first reported to the CARROLL Assessor's Office.

(b) Individual Ownership: BUSTI shall retain title to all property which it has acquired in the operation of its assessing department, and which it hereafter acquires during the term of this Agreement, to fulfill its obligations under this Agreement.

(c) Expenses to be paid by CARROLL: CARROLL shall pay any and all costs associated with providing it and BUSTI's Assessor with a computerized printing of CARROLL's assessment roll and any and all incidental charges for notebooks, delivery and revision to such printed roll. CARROLL shall also bear any and all costs for any postage for notices required to be sent to owners of property located within the Town of CARROLL relative to any change in assessment and the cost of any publication of any and all notices required by law to be published relative to the preparation of the assessment roll.

(d) Liabilities of CARROLL: CARROLL shall bear all liabilities associated with any erroneous, illegal, or inappropriate assessment made by BUSTI's Assessor while performing his duties pursuant to this Agreement, and shall hold BUSTI harmless with respect thereto.

Similarly, CARROLL, shall pay any and all costs associated with any re-evaluation of CARROLL property ordered by any Court or which may be ordered by the Town Board of CARROLL, on any and all real property located within CARROLL. Additionally, CARROLL shall be solely responsible for any and all legal expenses incurred in defending any litigation which way accrue as a result of any assessment imposed by Assessor and/or the Board of Assessment Review of CARROLL, and shall further pay any and all costs associated with any appraisal of real property located in CARROLL ordered by BUSTI's Assessor, after consultation with the Town Board of CARROLL, to supplement any assessment determination made by BUSTI's Assessor.

(e) Records of CARROLL: All assessing records of CARROLL shall be maintained at, and all assessing functions of CARROLL shall be conducted by BUSTI's Assessor at Assessor's Office, 200 East Third Street, Jamestown, New York, 14701, during regular office hours.

(f) Designation of Assessor: The Assessor of BUSTI shall by resolution of CARROLL Town Board be designated as CARROLL's Assessor.

(5) Fees:

(a) Total Sum: CARROLL shall pay to BUSTI the annual sum of fourteen thousand one hundred ninety six dollars (\$14,196.00) for providing Assessor pursuant to this Agreement.

(b) Manner of Payment: CARROLL shall pay BUSTI seven thousand ninety-eight dollars (\$7,098.00) on February 1, 2009, and the same amount on July 1, 2009.

(c) Delinquency: In the event that CARROLL does not make payment within ten (10) days after the date due, BUSTI may terminate this Agreement. CARROLL shall be liable for Assessor's services rendered to the time of termination on prorated basis.

(d) Term: The term of this Agreement shall be for a period of 12 months, commencing on January 1, 2009, and continuing to December 31, 2009.

(6) Authorization: This Agreement is made and executed pursuant to a resolution of the Town Boards of the Town of BUSTI adopted on January 5, 2009 and Town of CARROLL adopted on January \_\_\_\_, 2009.

(7) Execution: The parties hereto have executed this Agreement the day and year first above written.

**CITY OF JAMESTOWN**  
**LEASE AGREEMENT**

This agreement made this 26th day of April, 2004 by and between:

TOWN OF BUSTI, NEW YORK

A Municipal Corporation  
121 Chautauqua Avenue  
Lakewood, New York 14750  
Hereinafter called "Lessee"

And

CITY OF JAMESTOWN, NEW YORK

A Municipal Corporation  
200 E. 3<sup>rd</sup> Street  
Jamestown, New York 14701  
Hereinafter called "Lessor"

WITNESSETH:

Lessor, for and in consideration of the payment of the rental as hereinafter provided, and the performance of the covenants and agreements hereinafter set forth to be kept and performed by Lessee, does hereby demise, let and lease unto the Lessee, the following described premises:

An office space located on the First Floor of the Municipal Building, 200 E. 3<sup>rd</sup> Street, Jamestown, New York.

In consideration of said demise and the covenants and agreements hereinafter expressed, it is agreed as follows between Lessor and Lessee:

1.     Rental. Lessee shall pay Lessor monthly rent for the premises in the following manner: As it is advantageous for the City of Jamestown and the Town of Busti for the Lessee to maintain offices in the Municipal Building for the Assessor's Office, the rental shall be One Dollar (\$1.00) per year. The Lessee shall pay a proportional cost of the phone (local and long distance) and Internet service utilized by the Assessor's office.
2.     Term. The Lease shall commence on May 1, 2004 and shall continue for five years, subject to the termination provisions in paragraph 16 of this Lease Agreement.
3.     Option. Lessee may extend this lease under the same terms and conditions for a period of five years (5) years by giving Lessor ninety (90) days prior written notice before the expiration date of this agreement.

4. Assignment and Subletting. Lessee will not assign or sublease all or any portion of the leased premises without the prior written permission of the Lessor.
5. Rental Payment. Lessee agrees to pay the rent in person or by mail at the following address: City of Jamestown, Finance Department, and 200 E. 3rd Street, Jamestown, NY 14701.
6. Rent Due Date – Rent Late Date. The due date for the rent owing under this agreement is the 1<sup>st</sup> day of May for each calendar year. The late date is seven days later.
7. Cleaning and Damage. Lessee agrees to return the premises in as good a condition as of the first date of this lease, ordinary wear and tear excepted.
8. Insurance. Lessor, during the entire lease term shall maintain and pay for fire and extended coverage insurance covering the building and leased premises. Lessor shall have insurance policies for its own account upon the leased property so that in the event of any loss by fire, extended coverage, vandalism or malicious mischief, the insurance company shall have no recourse by subrogating the claim
9. Liability for Damages. Lessee, as a material part of the consideration to be rendered to Lessor under this lease, hereby agrees to indemnify and hold Lessor harmless from any costs, liability or expense, including the cost of legal defense arising from the negligence of Lessee. Lessee agrees to bear the risk of loss for all personal property, furniture, furnishings and equipment of Lessee housed in the demised premises and further agrees the Lessor shall have no liability therefore. Lessee will hold Lessor harmless for any damage or injury to such items arising from the use of the premises by the Lessee, or arising from the failure of the Lessee to keep the premises in good condition as herein provided. Lessor shall not be liable to Lessee for any damage by, or act of negligence of any co-tenant or other occupant of the same building, or by any owner or occupant of a contiguous property. Lessee agrees to pay for all damages to the building, as well as all damage to tenants or occupants of the building, caused by Lessee's negligence of the premises, its apparatus and appurtenances.
10. Liability Insurance. Lessee shall procure a policy of at least \$300,000/500,000 liability insurance, and provide proof to Lessor of such insurance, and Lessee shall assume all liability for any injury or damages that may arise from any accident that occurs in, or about the

demised premises in any area under control of the Lessee as a result of its own negligence or its failure to properly perform this Agreement. Lessor shall maintain in full force and effect owner's liability insurance with at least one million dollars (\$1,000,000.00) in coverage, which insurance shall protect Lessee against any and all liability resulting from the condition of the property or Lessor's performance or failure to perform in accordance with the terms of this Agreement, which certificate shall provide that the Lessee be given at least thirty (30) days advance notice of any intent to cancel coverage. Lessee shall remain responsible for its own property located in the leased premises.

11.     Use. Lessee shall use the premises for a professional office.
12.     Surrender of Premises. The described premises shall be delivered and surrendered to Lessor at the expiration of the term of this Lease or any renewal thereof, or at any termination of this Lease, in as good condition and repair as the same shall be at the commencement of this term, natural wear and tear or other acts and losses which are not the fault of the Lessee only excepted. Any affixed electric fixtures, new wall finishing, carpets or other leasehold improvements installed by the Lessee or Lessor remain with the building.
13.     Benefit. This lease and its terms and conditions shall inure to the benefit of the Lessor and Lessee, and their successors and assigns.
14.     Waivers of Subrogation. Notwithstanding the provisions of the insurance clause above, in the event of any loss or damage to the building, the premises and/or contents, each party shall look first to any insurance in its favor before making any claim against the other party, and to the extent possible without additional cost, each party shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party, to such extent permitted for itself and its insurers, waives all such insured claims for the other party.
15.     Notices. Any notice to be given to the Lessee under the term of this lease shall be conclusively deemed served if in writing and personally delivered to the Lessee or sent by certified mail, return receipt requested, addressed to the Lessee at the premises.
16.     Termination Extension of Lease: This lease may be terminated or extended by either party upon ninety (90) days advance written notice by one party to the other.

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the date first set forth above.

Upon roll call vote, all aye.

Supervisor noted that payment to L. W. Parker Enterprises, Inc. in the amount of \$32,300 be held until the February 2, 2009 meeting.

Supervisor Sullivan offered the following budget transfers which were duly seconded by Councilman Sanders:

| <u>Transfers to Account:</u>          |                            |           | <u>Transfers from Account:</u> |                       |   |
|---------------------------------------|----------------------------|-----------|--------------------------------|-----------------------|---|
| A1110.100                             | JUSTICE - PERS SERVICE     | 1,114.67  | A1220.200                      | SUP - EQUIP           |   |
| A1220.100                             | SUPERVISOR- PERS SERVICE   | 1,576.13  | A1355.100                      | ASSESSOR - PERS       |   |
| A1220.400                             | SUPERVISOR-CONTRACTUAL     | 2,412.83  | A1355.200                      | ASSESSOR - EQUIP      |   |
| A1410.100                             | TOWN CLERK - PERS SERV     | 559.69    | A1355.400                      | ASSESSOR - CONT       | 4 |
| A1410.400                             | TOWN CLERK - CONT          | 3,790.38  | A1410.200                      | TOWN CLERK - EQUIP    |   |
| A1440.400                             | ENGINEER - CONTRACTUAL     | 380.00    | A1420.400                      | LAWYER - CONT         |   |
| A1620.400                             | BUILDINGS - CONTRACTUAL    | 25,953.81 | A1620.100                      | BUILDING - PERS SERV  |   |
| A3310.400                             | TRAFFIC CONTROL            | 473.97    | A1620.200                      | BUILDING - EQUIP      |   |
| A3650.400                             | DEMO OF UNSAFE BUILDING    | 1,505.00  | A1910.400                      | UNALLOCATED INS       |   |
| A5010.400                             | SUPT OF HIGHWAY            | 40.00     | A3510.100                      | CONTROL OF DOGS       |   |
| A5132.400                             | GARAGE - CONT              | 3,771.81  | A3510.200                      | CONTROL OF DOGS-EQ    |   |
| A5182.400                             | STREET LIGHTING            | 1,007.55  | A5010.400                      | HIGHWAY SUPT PERS     | 1 |
| A7110.400                             | PARKS - CONTRACTUAL        | 37,873.00 | A8090.400                      | ENVIRON CONTROL       | 1 |
| A9060.800                             | HOSPITAL AND MED INS       | 4,394.71  | A9010.800                      | STATE RETIREMENT      | 1 |
| A9062.800                             | RETIREMENT - OTHER         | 800.00    |                                |                       | 9 |
| A9950.900                             | CAPITAL FUND PROJECT       | 13,607.92 |                                |                       |   |
|                                       |                            | 99,261.47 |                                |                       |   |
| <b>To adjust budget for "A Fund"</b>  |                            |           |                                |                       |   |
| B8010.100                             | ZONING PERSONAL SERV       | 6,606.84  | B909                           | FUND BALANCE          |   |
| B9010.800                             | NYS RETIREMENT             | 1,175.95  |                                |                       |   |
| B9030.800                             | SOCIAL SECURITY            | 127.10    |                                |                       |   |
|                                       |                            | 7,909.89  |                                |                       |   |
| <b>To adjust budget for "B Fund"</b>  |                            |           |                                |                       |   |
| DB5112.200                            | IMPROVEMENTS-CAP OUTLAY    | 22,052.61 | DB5142.100                     | SNOW REMOVAL - PERS   |   |
| DB5130.400                            | MACHINERY - CONT           | 1,115.15  | DB5110.400                     | GENERAL REPAIRS-CONT  | 3 |
| DB5142.400                            | SNOW - CONT                | 8,451.81  |                                |                       | 3 |
| DB9060.800                            | HOSPITAL INS               | 3,273.56  |                                |                       |   |
|                                       |                            | 34,893.13 |                                |                       |   |
| <b>To adjust budget for "DB Fund"</b> |                            |           |                                |                       |   |
| A1620.400                             | JOINT REC BUILDING - MAINT | 231.95    | J7320.100                      | JOINT REC - PERS SERV |   |

|                                      |                   |  |          |           |                        |  |  |
|--------------------------------------|-------------------|--|----------|-----------|------------------------|--|--|
| A7320.400                            | JOINT REC - CONT  |  | 5,567.21 | J7320.200 | JOINT REC - EQUIP      |  |  |
|                                      |                   |  | 5,799.16 | J909      | JOINT REC - FUND BAL   |  |  |
|                                      |                   |  |          |           |                        |  |  |
|                                      |                   |  |          |           |                        |  |  |
| <b>To adjust budget for "J Fund"</b> |                   |  |          |           |                        |  |  |
| L7410.100                            | LIBRARY PERS SERV |  | 5,466.75 | L7410.400 | LIBRARY - CONT         |  |  |
| L9080.800                            | HEALTH INS        |  | 20.00    | L909      | LIBRARY - FUND BALANCE |  |  |
|                                      |                   |  | 5,486.75 |           |                        |  |  |
|                                      |                   |  |          |           |                        |  |  |
| <b>To adjust budget for "L Fund"</b> |                   |  |          |           |                        |  |  |

Upon roll call vote, all aye.

Supervisor Sullivan made the following motion which was duly seconded by Councilwoman Hern:

RESOLVED, that the insurance committee be authorized to accept one of the two proposals for town insurance on behalf of the town and report their decision to the board on February 2, 2009.

All aye.

Assessor Randall G. Holcomb noted new revaluation forms will be mailed on March 1<sup>st</sup>.

Highway Superintendent Melvin J. Peterson reported on highway activities.

Busti-Lakewood Recreation Director requested the board to look at the recreation building upper ceiling and roof for air leaks which was referred to Councilman Sanders and Highway Superintendent Melvin J. Peterson.

Jessie Robbins requested on the progression of the comprehensive plan. Supervisor Sullivan is waiting for another quote and will be meeting with representatives interested in doing the comprehensive plan.

Lakewood-Busti Police Chief John Bentley reported 759 incidents in November, 767 incidents in December and for 2008 8,323 total incidents.

Supervisor Sullivan noted the following reports and correspondence:

Busti Fire Department Officers for 2009.

General Village Election Wednesday, March 18<sup>th</sup> requesting use of two voting machines.

State of NY, Unified Court System re: award of grant to town court in the amount of \$8,050.50.

State of New York, Public Service Commission re: changes to electric safety standards.

Busti Fire Dept. Inc. resignation of Fire Chief Alan Hasson.

Supervisor Sullivan offered the following motion which was duly seconded by Councilman Hazzard:

RESOLVED, that Supervisor Sullivan be authorized and directed to pay the presented General Fund, Highway Fund, Joint Recreation and Hazeltine Public Library bills for Abstract No. 25 from warrant #928 to and including #973 in the amount of \$101,770.63 and Abstract No. 1 from warrant #1 to and including #9 in the amount of \$9,362.87.

Upon roll call vote, all aye.

Upon motion duly made by Supervisor Sullivan the meeting adjourned at 7:20 p.m.

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Diane M. VanDewark, Town Clerk